

COLLECTIVE BARGAINING AGREEMENT

between

MADERA UNIFIED SCHOOL DISTRICT

and

MADERA UNIFIED TEACHERS ASSOCIATION

July 1, 2022 – June 30, 2025

**MADERA UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT**

<p>MUSD Board Approved: May 24, 2022 Motion No. 161-2020/21 Document No. 312-2020/21</p>
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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, 2025.

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, domestic partner, 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.
- 3.14** School year consists of all student instructional days within the member's 189 duty days.
- 3.15** "Personal Safety" refers to the freedom from physical harm and threat of physical harm, and freedom from hostility, aggression, and harassment.

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 Assistant Superintendent of HR. 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 start 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. Said notes shall be given to the Association's Bargaining Chair within seven (7) work days of the negotiations meeting.
- 4.9.2** Should the Association believe a discrepancy exists in the minutes, MUTA's Chief Negotiator and the Assistant Superintendent of HR 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 without pay shall not exceed five days per incident, or fifteen days per school 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.
- 6.2.1** The District shall not advise or suggest to MUTA members that they refrain from contacting, engaging, associating, or affiliating with the association and its representatives.
- 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 Assistant Superintendent of Human Resources 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 15th, 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 1st and 3rd 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 Assistant Superintendent of HR

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 Assistant Superintendent of HR 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 Assistant Superintendent of HR.

8.6.2.2 The Assistant Superintendent of HR 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 Assistant Superintendent of HR 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. The board will submit their written decision within ten (10) school days to the grievant and association.

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, the grievant may submit in writing a request for arbitration of the grievance within thirty (30) school days after the date of the response 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**

Note: This article has been removed due to the US Supreme Court ruling *Janus VS AFSCME*.

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.

Note: Elementary Counselors will begin and end their duty day at the same time as the certificated teachers at the site the counselor is assigned. The Elementary Counselors will take a 30-minute lunch. Secondary Counselors will begin their duty day at the same time as the certificated teachers at the site the counselor is assigned and will end their duty day ½ hour after the certificated teachers. The Secondary Counselors will take a 1-hour lunch. School Psychologist duty day will be 7:30 a.m. to 4:30 p.m. with a 1-hour lunch break. 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 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.

- 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 institute days prior to the first day of school will be for individual teachers to use at their discretion for on-site classroom preparation.

Note: 10.1 through 10.1.6 Does not apply to Counselors.

The following applies to counselors ONLY:

Duty day is eight (8) hours with one-hour duty free lunch, and may be revised to 7.5 hours with 30-minute duty free lunch with administrator approval.

Counselor contracts will be 198 paid duty days per year, July 1 through June 30 each year. A minimum of five (5) days will be prior to the start of school and ten (10) other days at the approval of the administrator. Those days will be recorded on a log, which will be turned into an administrator for verification.

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 21.2.4, 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, which shall not exceed four (4) per year.

Note: 10.3 – 10.3.3.1 Does not apply to **Secondary** Counselors.

The following applies to counselors ONLY:

Those extra duties that are specifically counselor related are considered part of the counselor work and not extra work. Secondary Counselors will follow their job description. Both Elementary and Secondary Counselors will be required to attend no more than ten (10) school-sponsored events, that take place after their duty day, throughout the fiscal year.

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.

11.1.3.1 Sick leave may only be used in half day or full day increments. * Psychologists may use 15-minute increments.

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.

11.1.5.1 Any absence occurring after all sick leave has been exhausted will require a physician's note. Failure to provide a physician's note will result in loss of a full day's rate of pay.

11.1.6 RETURN TO SERVICE

11.1.6.1	Consecutive Days	Written
	<u>Absent</u>	<u>Verification</u>
	1-5	Unit Member
	6-more	Licensed Physician

- 11.1.6.2** The Assistant Superintendent of Human Resources 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 who fails to provide a physician's note for absences of 6 or more consecutive days will result in loss of a full day's rate of pay for each day. 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.

- 11.1.6.3** 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.

- 11.1.6.4** 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 Human Resources Department or the current substitute notification 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 Assistant Superintendent of HR 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 Assistant Superintendent of HR'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.
- 11.2.3.3** Personal Leave may only be used in half day or full day increments. * Psychologists may use 15-minute increments.
- 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.

11.3.1.1 In cases where youth care is required, leave is not authorized when another member of the household is present and capable of providing the care or attendance.

11.3.1.2 In no case shall Personal Necessity Leave be available for unit member Association activities or the concerted withholding of unit member services.

11.3.2 ELIGIBILITY A unit member who has equivalent number of requested unused sick leave days.

11.3.3 PROCEDURE Unit members shall submit a request for personal necessity leave approval on a District approved form to the Assistant Superintendent of HR not less than three (3) working days prior to the beginning date of the leave.

11.3.3.1 Unit members working a full school year may use up to ten (10) days of accumulated sick leave for personal necessity, provided the number of personal necessity days does not exceed the number of days of unused sick leave.

11.3.3.2 Unit members who have previously arranged to work one (1) semester during a school year may use up to three and one-half (3.5) days of accumulated sick leave or personal necessity days provided the number of personal necessity days does not exceed the number of days of unused sick leave.

11.3.3.3 Unused personal necessity leave days may not be carried over to a subsequent school year.

11.3.3.4 Personal Necessity Leave may only be used in half day or full day increments. * Psychologists may use 15-minute increments.

11.3.4 The prior approval required for personal necessity leave shall not apply to the following reasons:

11.3.4.1 Death of a person close to the unit member.

11.3.4.2 Serious illness of a member of the unit member's immediate family.

11.3.4.3 Accident involving person or property of the employee's immediate family.

- 11.3.4.4 Situation or condition involving minor child requiring appearance of parent or legal guardian where previous notice was not possible and another parent or legal guardian is not present or guardian is not present or capable of attendance.
- 11.3.4.5 When prior approval is not required, the unit member shall make every reasonable effort to comply with District procedures designed to secure a substitute and shall notify 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 11.3.5.1 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 Assistant Superintendent of HR. In making the determination, the Assistant Superintendent of HR 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 Assistant Superintendent of HR may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

11.3.8 In the event use of a personal necessity day, which includes No Tell Days, occurs on a Monday, Friday, or to extend a holiday weekend, the unit member shall submit documentation supporting the appropriate use of personal necessity leave.

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 Definitions Article 3.10).

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 Assistant Superintendent of HR for approval.

11.4.4.2 Bereavement Leave may only be used in half day or full day increments.

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 Assistant Superintendent of HR 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 Assistant Superintendent of HR describing the activity and relating it to the education profession and/or his/her assigned duties. A unit member utilizing Professional Leave for the purpose of a MUSD interview or as a participant on an MUSD interview panel needs to notify their immediate supervisor, but does not need to complete or submit an application form. The unit member is required to report the absence to the current substitute system.

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.

11.6.4 REQUIREMENTS

11.6.4.1 CLASS I LEAVES Leaves granted to unit members to attend out of state 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 Assistant Superintendent of HR.

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.

11.6.4.4 Approval for Class I Leaves and Class III Leaves must be made by the Governing Board of Education.

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.

11.7 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 Assistant Superintendent of HR 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 Assistant Superintendent of HR. When the applicant's services have been satisfactory, the Assistant Superintendent of HR will forward the application and recommendation to the Superintendent's Cabinet for consideration prior to November 1st or March 1st 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 Assistant Superintendent of HR 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 and/or emotional well-being.

11.10 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 forty-eight (48) 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.

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 the previous school year's last day of instruction. Any opening occurring after the previous school year's last day of instruction 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.
 - 13.1.5.2.1** A unit member in grades K-6 to be involuntarily transferred to an identified "school of need" for the reason under 13.1.3 ("Training, skills and experience") as it relates to overall school/district program needs (but excluding extra-curricular and co-curricular needs) will receive a \$5,000.00 stipend for the first year of the transfer. Note: This does not apply to involuntary transfers due to opening a new school.

13.1.5.2.2 Unit members teaching in a traditional classroom will not be involuntarily transferred to a Dual Language Immersion classroom for reasons identified as “school of need.”

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) school days prior to the effective date of transfer. If the involuntary transfer is necessary because of unanticipated enrollment fluctuation and occurs within ten (10) school days after the semester has begun, the ten (10) school day notification requirement may be waived. The District, and/or school site shall seek volunteers prior to making an involuntary transfer.

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.

13.1.5.4 The District and/or school site 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 or reassignment 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, or a change in grade level pre-K through 8th grade at the same site, or a FTE unit member in a non-classroom position returning to a classroom position at the same site.

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

13.2.1.1.2 All certificated MUTA members who are currently in a non-classroom position (i.e. District Academic Coach, Site TSA, Primary Literacy Support Specialist...) and who wish to return to a classroom position (not at their current site) for the following school year will be placed in a classroom position after all site involuntary and voluntary reassignments have occurred and prior to any/all involuntary and voluntary transfers.

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 fill the vacancies identified by the site administrator, prior to posting vacancies under 13.3. The site administrator shall provide prior notice of these vacancies to unit members at that site. If no member at the site is selected to occupy the vacancy, it shall be posted in accordance with 13.3.1.

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 for the next school year as soon as administratively possible but not after April 15 of the current year. If the involuntary reassignment is necessary because of unanticipated enrollment fluctuation and occurs after April 15 of the current year, the April 15 notification requirement may be waived for that particular involuntary reassignment only.
- 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.
- 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 two (2) years following completion of the first involuntary reassignment year, except in cases of emergency.
- 13.2.5.6** A unit member who is involuntary reassigned and must move classrooms is not responsible for moving any District-owned items to the newly assigned room. Personal items will be moved by the unit member.

13.3 VACANCIES

- 13.3.1** Notices of bargaining unit vacancies shall be posted for a minimum of five (5) school days at the Human Resources Department and at each school site in session, but not prior to all site involuntary and voluntary reassignments are complete. 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 after the previous school year's last day of instruction need not be posted, and shall be treated as a mid-year opening.

- 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 any employee (temporary, probationary, or permanent) shall be posted as a vacancy for the ensuing school year if the District intends to continue the position. The site administrator shall provide prior notice of these vacancies to unit members at that site. Unit members at the affected site shall be given first opportunity to be reassigned into the position. If no member at the site is selected to occupy the vacancy, it shall be posted in accordance with 13.3.1.
- 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.
- 14.1.3** An evaluation cycle consists of Addendum G - Addendum J.

14.2 CRITERIA FOR EVALUATION

- 14.2.1** The measures for evaluation in the District shall include the criteria on the appropriate evaluation instruments:

Teacher Evaluation Instrument *[Addendum J]*
School Counselor Evaluation Instrument *[Addendum JC]*
District Academic Coach Evaluation Instrument *[Addendum JD]*
School Nurse Evaluation Instrument *[Addendum JN]*
TSA – New Teacher Support and Mentor *[Addendum JTSM]*
TSA – Work Experience Evaluation Instrument *[Addendum JWE]*
TSA – Culture & Climate Coach (K-12) *[Addendum JCC]*
School Librarian Evaluation Instrument *[Addendum JL]*
School Psychologist Evaluation Instrument *[Addendum JP]*
Counselor on Special Assignment *[Addendum JCSA]*

14.3 EVALUATION TIMELINES

- 14.3.1** All Temporary, Probationary 0, Probationary 1, and Probationary 2-unit members shall be evaluated as often as is constructive and no less than once each year.
- 14.3.2** Permanent unit members shall be evaluated as often as is constructive and not less than once every two years.
- 14.3.2.1** Classroom teacher unit members who receive an overall “Distinguished” evaluation shall be evaluated as often as is constructive and not less than once every four years. NOTE: Pursuant to Education Code section 44644, only those employees with permanent status and who have been employed at least ten (10) years with the Madera Unified School District can earn a “Distinguished” rating.
- 14.3.3** All formal evaluations for all unit members shall be completed on the negotiated evaluation forms and given to the unit member no later than May 1st of that given school year.
- 14.3.4** Any timeline addressed in the evaluation section may be extended with concurrence of both parties. Such extension must be in writing and signed by 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.
- 14.3.5** Any timeline addressed in the evaluation that is not met by the evaluator may result in the evaluation process to be ceased for the remainder of the evaluation cycle as determined by the Assistant Superintendent of Human Resources. Any timeline missed will be documented in the member’s file and a record of this will be given to the MUTA President by the Assistant Superintendent of Human Resources.

- 14.3.6** When an evaluator fails to attend a scheduled formal observation, the parties are not required to complete another Addendum H.

14.4 PERFORMANCE OBJECTIVES

- 14.4.1** The evaluator will give the unit member a 24-hour notice to attend a conference to discuss documentation to be used during the evaluation process and review the completed **Addendum G** specific to the member's current job position. This conference must occur no later than the 30th school day of the school year in which the evaluation is to take place.

- 14.4.2** 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 will be determined following the original process and taking such mitigating circumstances into consideration.

- 14.4.3** 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. Members in the position(s) of: TSA: District Academic Coach will all be formally observed conducting a classroom lesson.

- 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 ineffective 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 will be part of the formal evaluation of the unit member. The member will be provided feedback on **[Addendum K1]** within 3 school 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 members, formal classroom observations shall last a minimum of either forty-five (45) minutes or one (1) full period per evaluation.

- 14.5.2.2** For permanent unit members, formal classroom observations shall last a minimum of either forty-five (45) minutes or one (1) full period per evaluation.
- 14.5.2.3** For probationary unit members, informal observations shall occur twice a month for a minimum of 10 minutes each. NOTE: informal observations may occur once in the months of December, January, and the month of Spring Break.
- 14.5.2.3.1** At least 75% of the required informal observations must be completed by the assigned evaluator. (Addendum G signatory.)
- 14.5.2.3.2** For permanent status unit members, informal observations shall occur once a month for a minimum of 10 minutes.
- 14.5.3** No formal classroom observation shall take place during the week of parent conferences, during the week of finals, or during state testing, unless mutually agreed upon by the unit member and the administrator in writing.

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 five (5) school 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) school 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 as set forth in Article 14.2.1.
- 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) school 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).

Note: Psychologists and counselors are not included in the PAR Program. A psychologist or counselor who receives an ineffective rating in his/her final evaluation will enter into a Performance Improvement Plan.

14.9.1 Mandatory Participation

14.9.1.1 A permanent classroom teacher who receives an ineffective rating in his/her final evaluation shall participate in the District's Peer Assistance and Review (PAR) Program the two (2) succeeding semesters, which is designed to improve the ineffective performance. The PAR Program structure is contained in **[Addendum F]**.

14.9.1.2 The teacher's evaluator shall send a copy of the ineffective evaluation to the

Assistant Superintendent of HR no later than May 1st **[Addendum F]**.

- 14.9.1.3** On or before June 1st, the Participating Teacher shall select a Consulting Teacher, from a limited list provided by the PAR Panel, described in **[Addendum F]**, for the upcoming school year to review the specific teaching/instructional areas identified as ineffective in the final evaluation.
- 14.9.1.4** On or before the 10th school day 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 ineffective 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 each element (ie: Standard 2.A) that was identified as ineffective on the Addendum J, a goal for each of those standard elements, at least two pathways of how each standard element will be met, and at least two measurable outcomes for each standard element.
 - 14.9.1.4.2** During the assistance plan period, the Consulting Teacher shall conduct multiple classroom visitations (no less than 3 per semester) of at least thirty (30) minutes duration, and shall have 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 1st, 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.

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. This shall include procedures to keep students and staff safe. **[Addendum S]**
- 20.4.1** The District shall provide a safe workplace that protects unit members from physical and emotional violence, sexual harassment, and cyber-bullying.
- 20.4.2** The District shall notify a unit member of student misconduct in accordance with Education Code section 49079.
- 20.4.3** Unit members (with the exception of unit member nurses) are not responsible to supervise students who are found to be under the influence.
- 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.
- 20.6.1** All grades 7-12 physical education locker rooms shall be supervised by no less than two (2) staff members while students are present during “dress out” time.
- 20.7** The District shall provide Personal Safety for unit members within the fiscal capabilities of the District. This shall include procedures to keep students and staff safe.
- 20.7.1** The District shall provide liability coverage for unit members who are required to transport pupil(s) in a rented vehicle or District-owned vehicle. Unit members who are at fault related to vehicle accidents shall be responsible for related liability.

- 20.8** 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.
- 20.8.1** A unit member may request the District to pursue legal action against a pupil (or his/her parent) regarding injury or damage by the willful misconduct of the pupil pursuant to Education Code section 48905.
- 20.8.2** Unit members who are victims of criminal misconduct by students have the right to file a police report without retaliation.
- 20.8.3** When absence is necessary due to assault by a student against the bargaining unit member, without the need to file a workers' compensation injury report, the unit member shall suffer no loss in wages, benefits, or leaves for the remainder of the day.

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/B3]* 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** The Certificated Salary Schedule shall be increased by 6% effective July 1, 2022. For the 2023-2024 school year, the Certificated Salary Schedule shall be increased by 4% effective July 1, 2023.

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/B3]* for previous (valid educational credential) certificated experience.

21.1.3 Station Requirement

The advancement on the *Salary Schedule* **[Addendums B1/B2/B3]** 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 Schedules **[Addendum B1 and Addendum B2]**, \$1,500 shall be added annually to salaries of those holding Masters Degrees.

Doctorates: In accordance with the Certificated Salary Schedules **[Addendum B1 and Addendum B2]**, \$2,000 shall be added annually to salaries of those holding Doctorate Degrees.

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 "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".

21.2.2.3 Any Nurse with an RN certification shall be placed on Class VII.

21.2.3 Vocational Agriculture

21.2.3.1 Twelve Month Contracts

All high school agriculture teachers are on a 219-day contract due to project supervision on weekends and in the summer. (July 1 to 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 \$45.00

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 1st 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 65th 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 District's 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 \$1000.00 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** 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.
 - 22.1.7** 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
May 24, 2022

NEW TEACHER INCENTIVE SCHEDULE (Preliminary/Professional/Clear Credential)								
Based on 189 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	\$ 38,021	\$ 52,344	\$ 54,254	\$ 56,233	\$ 58,286	\$ 60,414	\$ 62,619	1
2	\$ 39,408	\$ 54,254	\$ 56,233	\$ 58,286	\$ 60,414	\$ 62,619	\$ 64,904	2
3	\$ 40,847	\$ 56,233	\$ 58,286	\$ 60,414	\$ 62,619	\$ 64,904	\$ 67,273	3
4	\$ 42,338	\$ 58,286	\$ 60,414	\$ 62,619	\$ 64,904	\$ 67,273	\$ 69,728	4
5	\$ 43,884	\$ 60,414	\$ 62,619	\$ 64,904	\$ 67,273	\$ 69,728	\$ 72,270	5
6		\$ 62,619	\$ 64,904	\$ 67,273	\$ 69,728	\$ 72,270	\$ 74,912	6
7		\$ 64,904	\$ 67,273	\$ 69,728	\$ 72,270	\$ 74,912	\$ 77,645	7
8			\$ 69,728	\$ 72,270	\$ 74,912	\$ 77,645	\$ 80,480	8
9				\$ 74,912	\$ 77,645	\$ 80,480	\$ 83,415	9
10				\$ 77,645	\$ 80,480	\$ 83,415	\$ 86,462	10
11					\$ 83,415	\$ 86,462	\$ 89,618	11
12						\$ 89,618	\$ 92,890	12
13						\$ 92,890	\$ 96,278	13
14						\$ 96,278	\$ 99,796	14

COUNSELORS & HEAD COUNSELORS Salary Schedule Based on 198 Work Days		
Step	CLASS X	Step
1	\$ 80,948	1
2	\$ 86,884	2
3	\$ 89,969	3
4	\$ 93,159	4
5	\$ 96,468	5
6	\$ 99,891	6

Longevity:

ANNUAL AMOUNT

15th Year of Service, 10 Years Completed in M.U.S.D.	\$ 2,000
16th Year of Service, 11 Years Completed in M.U.S.D.	\$ 2,750
17th Year of Service, 12 Years Completed in M.U.S.D.	\$ 3,500
18th Year of Service, 13 Years Completed in M.U.S.D.	\$ 4,250
19th Year of Service, 14 Years Completed in M.U.S.D.	\$ 5,000
20+ Years of Service, 15+ Years Completed in M.U.S.D.	\$ 5,750
25+ Years of Service, 20+ Years Completed in M.U.S.D.	\$ 6,500
30+ Years of Service, 25+ Years Completed in M.U.S.D.	\$ 7,250

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

CTE PLACEMENT:

CLASS II	CTE Credential
CLASS III	CTE Credential +15 units (or License equivalent hours)*
CLASS IV	CTE Credential +30 units (or License equivalent hours)*
CLASS V	CTE Credential +45 units (or License equivalent hours)*
CLASS VI	CTE Credential +60 units (or License equivalent hours)*
CLASS VII	CTE Credential +75 units (or License equivalent hours)*

*1 unit = 15 hours of Licensed Hours

ADVANCED DEGREES

Masters:	\$1,500	will be added annually to salaries of those holding Masters Degrees
Doctorate:	\$2,000	will be added annually to salaries of those holding Doctorate Degrees

Madera Unified School District
2023/2024 Certificated Salary Schedule
 (Based on 2022/2023 @ 187 Days with 4% Increase)

NEW TEACHER INCENTIVE SCHEDULE (Preliminary/Professional/Clear Credential)								
Based on 187 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	\$ 39,124	\$ 53,862	\$ 55,827	\$ 57,863	\$ 59,977	\$ 62,166	\$ 64,435	1
2	\$ 40,551	\$ 55,827	\$ 57,863	\$ 59,977	\$ 62,166	\$ 64,435	\$ 66,787	2
3	\$ 42,030	\$ 57,863	\$ 59,977	\$ 62,166	\$ 64,435	\$ 66,787	\$ 69,224	3
4	\$ 43,565	\$ 59,977	\$ 62,166	\$ 64,435	\$ 66,787	\$ 69,224	\$ 71,750	4
5	\$ 45,157	\$ 62,166	\$ 64,435	\$ 66,787	\$ 69,224	\$ 71,750	\$ 74,366	5
6		\$ 64,435	\$ 66,787	\$ 69,224	\$ 71,750	\$ 74,366	\$ 77,083	6
7		\$ 66,787	\$ 69,224	\$ 71,750	\$ 74,366	\$ 77,083	\$ 79,896	7
8			\$ 71,750	\$ 74,366	\$ 77,083	\$ 79,896	\$ 82,813	8
9				\$ 77,083	\$ 79,896	\$ 82,813	\$ 85,833	9
10				\$ 79,896	\$ 82,813	\$ 85,833	\$ 88,969	10
11					\$ 85,833	\$ 88,969	\$ 92,217	11
12						\$ 92,217	\$ 95,583	12
13						\$ 95,583	\$ 99,071	13
14						\$ 99,071	\$ 102,689	14

COUNSELORS & HEAD COUNSELORS Salary Schedule Based on 198 Work Days		
Step	CLASS X	Step
1	\$ 84,186	1
2	\$ 90,359	2
3	\$ 93,569	3
4	\$ 96,885	4
5	\$ 100,327	5
6	\$ 103,887	6

Longevity:	ANNUAL AMOUNT
15th Year of Service, 10 Years Completed in M.U.S.D.	\$ 2,000
16th Year of Service, 11 Years Completed in M.U.S.D.	\$ 2,750
17th Year of Service, 12 Years Completed in M.U.S.D.	\$ 3,500
18th Year of Service, 13 Years Completed in M.U.S.D.	\$ 4,250
19th Year of Service, 14 Years Completed in M.U.S.D.	\$ 5,000
20+ Years of Service, 15+ Years Completed in M.U.S.D.	\$ 5,750
25+ Years of Service, 20+ Years Completed in M.U.S.D.	\$ 6,500
30+ Years of Service, 25+ Years Completed in M.U.S.D.	\$ 7,250

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

CTE PLACEMENT:	
CLASS II	CTE Credential
CLASS III	CTE Credential +15 units (or License equivalent hours)*
CLASS IV	CTE Credential +30 units (or License equivalent hours)*
CLASS V	CTE Credential +45 units (or License equivalent hours)*
CLASS VI	CTE Credential +60 units (or License equivalent hours)*
CLASS VII	CTE Credential +75 units (or License equivalent hours)*

*1 unit = 15 hours of Licensed Hours

ADVANCED DEGREE:

Masters: \$1,500 will be added annually to salaries of those holding Masters Degrees
Doctorate: \$2,000 will be added annually to salaries of those holding Doctorate Degrees

Certificated Nurse's/CTE Nurse's Salary Schedule Based on 188 Work Days								
Step	1	2	3	4	5	6	7	Step
XI	\$ 68,376	\$ 72,788	\$ 79,404	\$ 88,225	\$ 93,739	\$ 99,255	\$ 104,769	

****CTE Nurses will work 189 days and have the above salary schedule prorated.**

Certificated Psychologist Salary Schedule Based on 193 Work Days						
Step	1	2	3	4	5	Step
XII	\$ 99,318	\$ 102,344	\$ 105,368	\$ 108,397	\$ 111,421	

Longevity:

	ANNUAL AMOUNT
15th Year of Service, 10 Years Completed in M.U.S.D.	\$ 2,000
16th Year of Service, 11 Years Completed in M.U.S.D.	\$ 2,750
17th Year of Service, 12 Years Completed in M.U.S.D.	\$ 3,500
18th Year of Service, 13 Years Completed in M.U.S.D.	\$ 4,250
19th Year of Service, 14 Years Completed in M.U.S.D.	\$ 5,000
20+ Years of Service, 15+ Years Completed in M.U.S.D.	\$ 5,750
25+ Years of Service, 20+ Years Completed in M.U.S.D.	\$ 6,500
30+ Years of Service, 25+ Years Completed in M.U.S.D.	\$ 7,250

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

ADVANCED DEGREES

Masters: \$1,500 will be added annually to salaries of those holding Masters Degrees
Doctorate: \$2,000 will be added annually to salaries of those holding Doctorate Degrees

**Madera Unified School District
2023/2024 Certificated Nurse's/CTE Nurse's and Psychologist Salary Schedule
Based on 2022/23 with 4% Increase**

Certificated Nurse's/CTE Nurse's Salary Schedule Based on 188 Work Days								
Step	1	2	3	4	5	6	7	Step
XI	\$ 71,111	\$ 75,700	\$ 82,579	\$ 91,753	\$ 97,487	\$ 103,225	\$ 108,959	

****CTE Nurses will work 189 days and have the above salary schedule prorated.**

Certificated Psychologist Salary Schedule Based on 193 Work Days						
Step	1	2	3	4	5	Step
XII	\$ 103,290	\$ 106,438	\$ 109,583	\$ 112,733	\$ 115,877	

Longevity:

	ANNUAL AMOUNT
15th Year of Service, 10 Years Completed in M.U.S.D.	\$ 2,000
16th Year of Service, 11 Years Completed in M.U.S.D.	\$ 2,750
17th Year of Service, 12 Years Completed in M.U.S.D.	\$ 3,500
18th Year of Service, 13 Years Completed in M.U.S.D.	\$ 4,250
19th Year of Service, 14 Years Completed in M.U.S.D.	\$ 5,000
20+ Years of Service, 15+ Years Completed in M.U.S.D.	\$ 5,750
25+ Years of Service, 20+ Years Completed in M.U.S.D.	\$ 6,500
30+ Years of Service, 25+ Years Completed in M.U.S.D.	\$ 7,250

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

ADVANCED DEGREES

Masters: \$1,500 will be added annually to salaries of those holding Masters Degrees
Doctorate: \$2,000 will be added annually to salaries of those holding Doctorate Degrees

MUSD Board of Education Approval

Motion #:

Date:

Document#:

Effective:

ma/23-24 CE Nurses-Psych

ADDENDUM C

HIGH SCHOOL EXTRA DUTY FACTORS

High School Club IV	Step I	Step II	Step III	Step IV
BAND DIRECTOR	0.064	0.070	0.076	0.081
ASSISTANT BAND DIRECTOR	0.042	0.048	0.054	0.060
DRAMA ADVISOR	0.059	0.064	0.070	0.076
ASSISTANT DRAMA ADVISOR	0.042	0.048	0.054	0.060
COLOR GUARD ADVISOR	0.059	0.064	0.070	0.076
HOSA	0.059	0.064	0.070	0.076
FCCLA	0.059	0.064	0.070	0.076
FFA	0.059	0.064	0.070	0.076
SKILLS USA	0.059	0.064	0.070	0.076
FBLA	0.059	0.064	0.070	0.076
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
TBD	0.033	0.039	0.044	0.05
Voc. Agriculture Assigned Teachers				\$428 yearly
Voc. Agriculture Assigned Team Coaches				\$2,728 year

ADDENDUM C
MIDDLE SCHOOL EXTRA DUTY FACTORS

APPLICATION OF EXTRA DUTY FACTOR:

Percentage times Class VI Step 1 of Basic Certificated Salary Schedule

Middle School Clubs		STEP1	STEP2	STEP3	STEP4
1	TBD	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
12	TBD	0.025	0.03	0.035	0.04
13	TBD	0.025	0.03	0.035	0.04
14	TBD	0.025	0.03	0.035	0.04

ADDENDUM C
ELEMENTARY SCHOOL EXTRA DUTY STIPENDS

Leadership (K-6: 7 members, K-8: 9 members)	\$1,500.00
PBIS (K-6: 7 members K-8: 3 members)	\$500.00
Yearbook: 1 member	\$250.00
Activities Coordinator: 1 member	\$500.00
Wellness Coordinator: 1 member	\$250.00
Elementary Student Council: 1 member	\$250.00
TBD	\$250.00
TBD	\$250.00
TBD	\$250.00

The following EXTRA DUTIES will be paid at the prevailing hourly rate under section 21.2.4:

Mathletics
School Site Council
ELAC: Monthly Meeting
Robotics
Spelling Bee

The step factors shall be applied to the Basic Certificated Salary Schedule - Class 6 Step 1 (Addendum D)

Class 6 Step 1 - 22/23:

\$60,414 Subject to change ~ as board approved

High Schools (9th - 12th)

FOOTBALL:

Head
Varsity Assistant/Junior Varsity Head
Head Freshman/Junior Varsity Assistant
Assistant Frosh

STEP 1	STEP 2	STEP 3	STEP 4
0.071 \$ 4,289.39	0.079 \$ 4,772.71	0.087 \$ 5,256.02	0.094 \$ 5,678.92
0.051 \$ 3,081.11	0.057 \$ 3,443.60	0.063 \$ 3,806.08	0.068 \$ 4,108.15
0.039 \$ 2,356.15	0.045 \$ 2,718.63	0.050 \$ 3,020.70	0.055 \$ 3,322.77
0.033 \$ 1,993.66	0.039 \$ 2,356.15	0.044 \$ 2,658.22	0.050 \$ 3,020.70

TRACK:

Head (one position for both boys and girls)
Assistant Head (one for boys, one for girls)
Assistant Varsity

STEP 1	STEP 2	STEP 3	STEP 4
0.071 \$ 4,289.39	0.079 \$ 4,772.71	0.087 \$ 5,256.02	0.094 \$ 5,678.92
0.064 \$ 3,866.50	0.070 \$ 4,228.98	0.076 \$ 4,591.46	0.081 \$ 4,893.53
0.051 \$ 3,081.11	0.057 \$ 3,443.60	0.063 \$ 3,806.08	0.068 \$ 4,108.15

BASKETBALL, BASEBALL, SOFTBALL, WRESTLING, CROSS COUNTRY, SWIMMING, VOLLEYBALL, SOCCER, WATER POLO E-SPORTS, CHEER ADVISOR:

Head
Assistant Varsity/Head Junior Varsity
Head Freshman/Assist. Junior Varsity
Assistant Frosh/E-Sport Assistant

STEP 1	STEP 2	STEP 3	STEP 4
0.064 \$ 3,866.50	0.070 \$ 4,228.98	0.076 \$ 4,591.46	0.081 \$ 4,893.53
0.051 \$ 3,081.11	0.057 \$ 3,443.60	0.063 \$ 3,806.08	0.068 \$ 4,108.15
0.033 \$ 1,993.66	0.039 \$ 2,356.15	0.044 \$ 2,658.22	0.050 \$ 3,020.70
0.025 \$ 1,510.35	0.030 \$ 1,812.42	0.035 \$ 2,114.49	0.040 \$ 2,416.56

GOLF, GYMNASTICS, STUNT CHEER, DIVING, TENNIS:

Head (one program)
Varsity Assistant/Junior Varsity Head
Head Freshman/Assistant Junior Varsity

STEP 1	STEP 2	STEP 3	STEP 4
0.051 \$ 3,081.11	0.057 \$ 3,443.60	0.063 \$ 3,806.08	0.068 \$ 4,108.15
0.039 \$ 2,356.15	0.045 \$ 2,718.63	0.050 \$ 3,020.70	0.055 \$ 3,322.77
0.033 \$ 1,993.66	0.039 \$ 2,356.15	0.044 \$ 2,658.22	0.050 \$ 3,020.70

MIDDLE SCHOOL SPORTS: (7th & 8th)

Head Coach - FOOTBALL

STEP 1	STEP 2	STEP 3	STEP 4
0.051 \$ 3,081.11	0.057 \$ 3,443.60	0.063 \$ 3,806.08	0.068 \$ 4,108.15

TRACK, BASKETBALL, BASEBALL, SOFTBALL, VOLLEYBALL, WRESTLING, CROSS COUNTRY, SWIMMING, WATER POLO, SOCCER, CHEER:

Head Coach/Athletic Director (By Season)

STEP 1	STEP 2	STEP 3	STEP 4
0.039 \$ 2,356.15	0.045 \$ 2,718.63	0.050 \$ 3,020.70	0.055 \$ 3,322.77

ALL OTHER SPORTS/GOLF, GYMNASTIC, TENNIS:

Head Coach / All Sports Assistants

STEP 1	STEP 2	STEP 3	STEP 4
0.033 \$ 1,993.66	0.039 \$ 2,356.15	0.044 \$ 2,658.22	0.050 \$ 3,020.70

K - 8

B-Team (2 days per week)
A-Team (3 days per week)

STEP 1	STEP 2	STEP 3	STEP 4
0.005 \$ 302.07	0.007 \$ 422.90	0.009 \$ 543.73	0.011 \$ 664.55
0.009 \$ 543.73	0.011 \$ 664.55	0.013 \$ 785.38	0.015 \$ 906.21

- 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 D

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

Number of Sections*							
>70	60-69	50-59	40-49	30-39	20-29	<20	*Agriculture, Business, Home Economics, Industrial Arts
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 VI Step 1

COACHING SALARIES

FOOTBALL:	STEP 1	STEP 2	STEP 3	STEP 4
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

TRACK:				
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

BASKETBALL, BASEBALL, SOFTBALL, WRESTLING, BOYS & GIRLS CROSS COUNTRY, BOYS & GIRLS SWIMMING:				
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

GOLF, GYMNASTICS, SOCCER, TENNIS, VOLLEYBALL, WATER POLO:				
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

MIDDLE SCHOOL SPORTS: (7TH & 8TH)				
Head	0.033	0.039	0.044	0.050
Assistant	0.025	0.030	0.035	0.040

K-8	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	1.082	198	9.0	1.021	1.031	1.040	1.050
TSA – District Academic Coach	1.055	193	7.5	n/a	n/a	n/a	n/a
TSA- Culture & Climate Coach	1.055	193	7.5	n/a	n/a	n/a	n/a
TSA-Teacher Support Mentor	1.055	193	7.5	n/a	n/a	n/a	n/a
CSA-Counselor on Special Assignment	1.136	208	8	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.

\$2,000 Stipend for Certificated Nurses who hold a valid Registered Nursing (RN) certificate.

\$3,000 Stipend for Special Education Teachers in a TK-6 school or a TK-8 school. In the event the consultation period for secondary schools is dissolved, the 7-12 grade Special Education Teachers will receive \$3,000.

\$3,000 Stipend for Certificated teachers who teach in a Dual Language Immersion classroom.

\$3,000 Stipend for a Child Center Permit employee who holds a BA degree.

\$4,000 Stipend for Counselor on Special Assignment

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. Annual review and revision of the Peer Assistance and Review Handbook.
 - I. Coordinating the development of the PAR budget with the Beginning Teacher Support & Assessment and Internship Programs.
 - J. Refraining from taking any actions which exceed the annual budget for the PAR Program approved by the District Governing Board.
 - K. 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.

ADDENDUM F

PEER ASSISTANCE & REVIEW PROGRAM

L. Preparing written guidelines for Consulting Teachers and their activities.

M. Each PAR Panel member will conduct a classroom observation of each participating PAR member no less than two (2) times a semester.

CONSULTING TEACHERS

30 Consulting Teachers shall have the following minimum qualifications:

- C0 A permanent teacher of the District with substantial recent experience in classroom instruction;
- D0 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.
- E0 A positive recommendation by the applicant's evaluator in the areas of subject matter knowledge and teaching methods.

40 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.

- D. 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.
- E. One or more PAR Panel Member(s) shall conduct a classroom observation of each candidate.
- F. 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 year 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

1. 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.
2. 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.

ADDENDUM F

PEER ASSISTANCE & REVIEW PROGRAM

3.6 (commencing with Section 810 of Title I of the Government Code).

3. The provisions of this Addendum may be revised by written mutual consent of the District and the Association.
4. Expenditures for the PAR Program shall not exceed funds made available through passage of AB IX. The PAR Program shall be contingent upon the continuation of direct State funding.
5. 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 : 1ST ☐ 2ND ☐ **Position:** _____
Other _____

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 G-C
MADERA UNIFIED SCHOOL DISTRICT
Counselor Goals
Initial Conference Agreement

Name _____

Date _____

<p>Standard 1: Engage, Advocate for and support all Students in Learning</p> <ul style="list-style-type: none"> A. Ensure all students are engaged in a system of support designed for learning and academic success B. Advocate for educational opportunity, equity and access for all students C. Advocate for the learning and academic success of all students D. Identify student problems in their earliest stages and implement prevention and intervention strategies <p>Standard 2: Plan, Implement and Evaluate programs to promote Academic, Career, Personal, and Social Development of all students</p> <ul style="list-style-type: none"> A. Demonstrate organization skills B. Develop outcome-based programs C. Assess program outcomes and analyze data D. Demonstrate leadership in program development <p>STANDARD 3: Utilize multiple sources of information to Monitor and Improve student Behavior and Achievement</p> <ul style="list-style-type: none"> A. Assess student characteristics and utilize the information to plan for individual student growth and achievement B. Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans C. Monitor student personal, academic, and career progress 	<p>STANDARD 4: Collaborate and Coordinate with School and Community resources</p> <ul style="list-style-type: none"> A. Build and maintain student support teams for student achievement B. Provide consultation and education for teachers and parents C. Develop working relationships within the school that include school staff members, parents, and community members D. Coordinate support from community agencies <p>STANDARD 5: Promote and Maintain a Safe Learning Environment for all students</p> <ul style="list-style-type: none"> A. Promote a positive, safe and supportive learning environment B. Develop and implement programs that address the personal and social risk factors of students C. Develop and implement programs that reduce the incidence of school site violence D. Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system <p>STANDARD 6: Develop as a Professional School Counselor</p> <ul style="list-style-type: none"> A. Establish professional goals and pursue opportunities to improve B. Model effective practices and continuous progress in school counseling C. Adhere to professional codes of ethics, legal mandates, And district policies
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Understanding that the evaluation process reflects all domains above, please select one domain upon which you will focus this year. Choose two or more elements of the domain.

I. Goal Number One

1. Domain: _____

Element 1: _____

Element 2: _____

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

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

IV. How can your supervisor support you in meeting your identified domain and elements (e.g. professional development, , resources, technology)?

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.

ADDENDUM GCC
MADERA UNIFIED SCHOOL DISTRICT
TSA: Climate and Culture Goals
Initial Conference Agreement

Name _____

Date _____

<p>Domain 1: Coaching and Support Effectiveness</p> <ul style="list-style-type: none"> A. Assist site team(s) to design and implement positive reinforcement school wide or classroom systems. B. Provide supports to staff on school-wide and classroom climate and culture practices. C. Serves as a resource in identifying appropriate instructional strategies and interventions to improve student behavior and social-emotional needs. D. Ensure schools and staff have the resources to address the social-emotional and behavioral needs of students. E. Coach school staff in developing and utilizing referral, assessment and progress monitoring. F. Consult with Behavior Health staff, Counselors, Psychologists, Student Advocates or other district staff to provide coordinated consultation and support services and training. <p>Domain 2: Instructional Supports and Effectiveness</p> <ul style="list-style-type: none"> A. Provides coaching and modeling in organizing instruction, lesson design, instructional delivery and assessment related to behavior and social skill with effective teaching and learning strategies for English Learners, students with disabilities and students with diverse learning needs. B. Conduct coaching and modeling for school staff implementing discipline intervention, social-emotional or behavioral instruction to support individual or groups of students considered at risk socially or behaviorally. C. Provides classroom management strategies, demonstrations, and research to enhance student involvement and engagement D. Provides a variety of specific instructional strategies to increase student management, student differentiation, and student engagement. E. Facilitates peer observation opportunities F. Supports teachers in creating the conditions for equitable teaching and learning. 	<p>Domain 3: Professional Development:</p> <ul style="list-style-type: none"> A. Facilitate parent, teacher, administrator and community meetings to build knowledge around positive school climate and social-emotional learning support. B. Develop and conduct training to students, teachers, staff and parents on relevant topics C. Assesses school climate using school climate tools, and use data to improve social-emotional programming and approaches. <p>Domain 4: Developing as a Professional Educator</p> <ul style="list-style-type: none"> 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.
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Understanding that the evaluation process reflects all standards above, please select two to three standards upon which you will focus this year. 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)?

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 G-D
MADERA UNIFIED SCHOOL DISTRICT
TSA: District Academic Coach Goals
Initial Conference Agreement

Name _____ Date _____

Permanent or Probationary (circle one) 1st 2nd Other _____ Position _____

1. Coach and Support Colleagues and School Site Leadership

- 1A. Provides coaching and modeling in organizing instruction, lesson design, instructional delivery and assessment related to all core areas.
- 1B. Conducts demonstration lessons, one-on-one observations, and facilitates group observations.
- 1C. Serves as a resource in identifying appropriate instructional strategies and interventions.
- 1D. Provides on-going training and support.

2. Professional Development

- 2A. Provides professional development to colleagues and school site leadership that supports district initiatives.
- 2B. Facilitates district level curricular development.
- 2C. Assists in building an interactive classroom environment focused on the grade level content and effective instructional strategies.
- 2D. Researches, develops, and delivers trainings that build capacity and effectiveness among colleagues and school site leadership.

3. Professional Behavior

- 3A. Assumes responsibility for assigned duties.
- 3B. Adheres to the rules and regulations of the school and District.
- 3C. Engages in professional discussions with colleagues and administrators.
- 3D. Prepares forms, records, and reports as directed.

Developing as a Professional Educator

- 4A. Reflects on coaching practice and seeks professional development.
- 4B. Pursues opportunities to grow professionally.
- 4C. Maintains professional competence through participation in professional development activities as provided by district, county, state and other consultants.

Understanding that the evaluation process reflects all standards above, please select two to three standards upon which you will focus this year. 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.

Understanding that the evaluation process reflects all domains above, please select one domain upon which you will focus this year. Choose two or more elements of the domain.

I. Goal Number One

1. Domain: _____

Element 1: _____

Element 2: _____

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

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

IV. How can your supervisor support you in meeting your identified domain and elements (e.g. professional development, , resources, technology)?

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.

ADDENDUM G-L
MADERA UNIFIED SCHOOL DISTRICT
Teacher Librarian
Initial Conference Agreement

Name _____

Date _____

Standard 1: Collaborative Teacher: Teacher Librarian supports student learning and inquiry process.

- A. The teacher: Collaborates with teachers to engage students inquiry- based learning experiences and instructional units.
- B. Works with teachers to provide instructional support for student learning.
- C. Ensures learners and educators have access throughout the school day by demonstrating flexibility a responsiveness
- D. Students to locate information and utilize technology to answer a question, solve a problem, or enrich information.

Standard 2: Program Manager: Teacher Librarian demonstrates an understanding of, and commitment to, inclusiveness and respect for diversity in the learning Community

- A. The teacher: Creates an environment and selects resources that promote student learning while reflecting diversity.
- B. Establishes a climate that promotes fairness and respect.
- C. Ensures equitable physical access, accessible before, during and after school hours.
- D. Establishes and maintains a safe learning environment and standards for student behavior.
- E. Plans and implements library procedures and routines that support student learning.

Standard 3: Designer of Collaborative Spaces: Teacher Librarian provides flexible spaces that promote inquiry, creativity, collaboration, and school community.

- A. Advocates for literacy as a part of the school culture.
- B. Provides an environment of collaboration, innovation and creative problem-solving.
- C. Serves on decision-making teams to promote school improvement.
- D. Advocates for library programs.
- E. Maintains and updates library policies and procedures.

Standard 4: Collection Manager: The Teacher Librarian develops a library collection of resources that aligns with the needs of students, staff, and the curriculum.

- A. Develops and maintains a diverse collection of print and digital resources appropriate for curriculum and multiple learning experiences and abilities for all learners.
- B. Manages access to a variety of digital resources selected and vetted per student/teacher needs.
- C. Coordinates the use of a variety of educational resources, including literature and information technologies, into the school's curriculum.
- D. Develops and implements procedures for the removal of outdated or damaged materials.

Standard 5: Information Specialist: Teacher Librarian demonstrates and promotes a safe, legal and ethical, sharing of information.

- A. Supports the ethical use of information, including copyright laws, fair use, intellectual property, privacy and ethical online behavior (digital citizenship).
- B. Demonstrates a commitment to intellectual freedom.
- C. Effective digital literacy and information literacy skills
- D. Provide students and educators with learning opportunities related to technology and use of resources.
- E. Shares policies concerning selection, circulation, resources, copyright, privacy, responsible use of technology and social media.

Standard 6: Develop as a Professional Educator

- A. Reflects on professional practices and participates in professional development.
- B. Establishes professional goals and pursues opportunities to grow professionally.
- C. Collaborates with colleagues and the broader professional community to support student learning.
- D. Manages professional responsibilities to maintain motivation and commitment to all students.

STANDARD 7: Professional Behavior

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

Understanding that the evaluation process reflects all standards above, please select two to three standards upon which you will focus this year. 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)?

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 GN
MADERA UNIFIED SCHOOL DISTRICT
SCHOOL NURSE Goals
Initial Conference Agreement

Name _____

Date _____

<p>Standard 1: Assesses Pupil Progress towards Expected Achievement</p> <ul style="list-style-type: none"> A. Reviews student health data for compliance with State, County, and District health regulations B. Collects and uses multiple sources of information to assess student health status C. Uses assessment and screening results to adjust and guide health intervention strategies including appropriate health referrals to medical providers and /or community resources D. Administers required assessments, completes mandated reports and records data accurately <p>Standard 2: Uses Professional Techniques and Strategies</p> <ul style="list-style-type: none"> A. Effectively relates student health status and the student's ability to learn to parents/students/staff B. Manages medication administration and specialized procedures in compliance with district and state policies C. Develops and manages Individual Health Care Plans to facilitate students with special needs into school D. Collaborates with student/parent/medical provider to transition ill and injured students into the school setting E. Maintains appropriate standards of confidentiality and Privacy in health areas <p>STANDARD 3: Demonstrates Adherence to Health Program Objectives</p> <ul style="list-style-type: none"> A. Demonstrates knowledge of school health law and health and safety regulations B. Establishes and maintains standards of school health Practice C. Maintains accurate and complete health files in each student's cumulative health records D. Oversees mandated health related services such as Immunization programs, communicable disease surveillance, CHDP programs and mandated vision, hearing, scoliosis and dental screening E. Ensures department health policies and procedures are followed and maintained 	<p>STANDARD 4: Maintains Health Office Climate and Operations</p> <ul style="list-style-type: none"> A. Provides a health office environment that is professional, positive and productive B. Provides appropriate medical supervision and delegation to unlicensed personnel C. Provides appropriate nursing care to ill and injured students based on the standards of school D. Establishes a health office climate that promotes inclusion, mutual respect, consistency and fairness E. Maintains systematic documentation of health office visits, procedures and care <p>STANDARD 5: School Nurse as Health Educator and Counselor</p> <ul style="list-style-type: none"> A. Provides appropriate health education and disease prevention principles to students, staff and parents B. Serves as health advocate to parents, students, school and community to increase school wellness C. Provides staff development on health related issues to district and school site staff as needed D. Provides procedural training and supervision for medication administration and specialized health procedures to unlicensed personnel as needed E. Provides individual health and crisis counseling to students and staff and makes appropriate referrals <p>STANDARD 6: Professional Growth and Responsibilities</p> <ul style="list-style-type: none"> A. Establishes professional goals and pursues opportunities to grow professionally in the school nurse practice B. Works with colleagues to improve professional practice C. Works with families and communities to improve professional practice
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Understanding that the evaluation process reflects all standards above, please select two to three standards upon which you will focus this year. 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)?

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 G-P
MADERA UNIFIED SCHOOL
DISTRICT PSYCHOLOGIST GOALS
INITIAL CONFERENCE AGREEMENT**

Name: _____ School(s): _____

Permanent or Probationary (circle one): 1st 2nd Other: _____

Supervisor _____

<p><u>Domain 1: Data-Based Decision Making</u></p> <ul style="list-style-type: none"> A. Understand and utilize assessment methods for identifying strengths and needs; for developing effective interventions, services, and programs and for measuring progress and outcomes within a multitiered system of support. B. Use assessment data to understand students' problems and implement evidence-based instructional, mental, and behavioral health services and for measuring progress and outcomes within a multitiered system of supports. C. Systematically collect data from multiple sources as a foundation for decision making at the individual, group, and systems levels. 	<p><u>Domain 6: Services to Promote Safe and Supportive Schools</u></p> <ul style="list-style-type: none"> A. Understand principles and research related to social emotional well-being, resilience, and risk factors in learning, mental and behavioral health and evidence-based strategies for creating safe and supportive schools. B. In collaboration with others, promote preventive and responsive services that enhance learning, mental and behavioral health, and psychological and physical safety and implement effective crisis prevention, protection mitigation, response and recovery.
<p><u>Domain 2: Consultation and Collaboration</u></p> <ul style="list-style-type: none"> A. Understand varied models and strategies of consultation and collaboration applicable to individuals, families, groups, and systems, as well as methods to promote effective implementation of services. B. Demonstrate skills to consult, collaborate, communicate effectively with others. 	<p><u>Domain 7: Family, School, Community Collaboration</u></p> <ul style="list-style-type: none"> A. Understands principles and research related to family systems, strengths, needs and cultures; uses evidence-based strategies to develop collaboration between families and schools. B. In collaboration with others, design, implement and evaluate services that respond to culture and context and facilitate family and school partnerships and interactions with community agencies to enhance academic and social-behavioral outcomes for students.
<p><u>Domain 3: Academy Interventions and Instructional Supports</u></p> <ul style="list-style-type: none"> A. In collaboration with others, use assessment and data collection methods to implement and evaluate services that support academic skill development. B. Understands the biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence based curricula and instructional strategies. 	<p><u>Domain 8: Equitable Practices for Diverse Student Populations</u></p> <ul style="list-style-type: none"> A. Applies understanding of the influence of culture, background, and individual learner characteristics when designing and implementing interventions and through the evaluation process of English Learners. B. Promote equity and social justice in educational programs and services by ensuring all children and youth learn in safe, supportive, and inclusive environments. Actively engage in efforts to address factors that limit equity and access to educational opportunity.
<p><u>Domain 4: Mental and Behavioral Health Services and Intervention</u></p> <ul style="list-style-type: none"> A. Use systematic decision-making to consider the antecedents, consequences, functions, and causes of behavioral difficulties. 	<p><u>Domain 9: Research and Evidence-Based Practice</u></p> <ul style="list-style-type: none"> A. Use of knowledge of research design, statistics, measurement, and various techniques of data collection to evaluate services at the individual, group, and systems levels.

<p>B. Collaborate with others in the design, implementation, and evaluation of services that promote resilience and positive behavior, support socialization, and adaptive skills, and enhance mental and behavioral health.</p>	<p>B. Assist teachers and/or staff in collecting meaningful student data.</p>
<p><u>Domain 5: School-Wide Practices to Promote Learning</u></p> <p>A. Understand systems, structures organization and theory; general and special education programming; implementation science; and evidence-based school-wide practices that promote learning, positive behavior, and mental health.</p> <p>B. Collaborate with other school personnel to create and maintain a multitiered continuum of services to support academic, social, emotional, and behavioral goals for students.</p>	<p><u>Domain 10: Legal, Ethical, and Professional Practice</u></p> <p>A. Remain knowledgeable about multiple service models and methods, ethical and professional standards, legal regulations and other factors related to professional identity and effective practice as a school psychologist.</p> <p>B. Assist administrators, teachers, other school and district personnel, and parents in understanding regulations relevant to special education eligibility.</p> <p>C. Engaging in professional development and life-long learning.</p>

Understanding that the psychologist's 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 1-9. Choose at least two elements for each standard.

I. GOAL NUMBER ONE

1.

Standard: _____

Elements:

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:

Elements:

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

These goals have been reviewed and agreed upon in a conference on _____
Date

Psychologist's Signature

Date

Supervisor's Signature

Date

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 G-TSM
MADERA UNIFIED SCHOOL DISTRICT
Teacher Support and Mentor Goals
Initial Conference Agreement**

Name _____

Date _____

Domain 1: Collaborative and Professional Relationships

- A. Exhibits behaviors that build positive relationships among colleagues.
- B. Facilitates trust, caring and honesty with and among colleagues to build ownership and solve problems, resulting in actions that support student learning.
- C. Uses effective conversation skills to engage teachers in collaborative problem solving and reflective thinking to promote learning that results in advancing practice and student learning.
- D. Facilitates and promotes collaborative inquiry, data analysis and reflection on practice to promote student learning

Domain 2: Coaching Support and Effectiveness

- A. Uses a variety of strategies and resources to respond to the needs of the classroom teacher and the diverse learning needs of the students.
- B. Draws upon the backgrounds, experiences, and evidence of practice of individuals to guide instructional coaching and advance teaching and learning.
- C. Uses technologies to enhance the classroom teacher's practice and maximize student learning.
- D. Coaches and facilitates the identification and development of appropriate assessments to determine student knowledge, skills and learning needs.
- E. Coaches and facilitates the systematic analysis and interpretation of student assessment data to guide improvements in teaching practice and student learning.
- F. Assists the classroom teacher with establishing model classroom environments.
- G. Promotes teachers as leaders and learners.

Domain 3: Instructional Supports and Effectiveness

- A. Regularly conducts demonstration lessons.
- B. Regularly observes the classroom teacher and provides constructive feedback.
- C. Assists the classroom teacher in lesson design.
- D. Provides classroom management strategies, demonstrations, and research to enhance student involvement and engagement.
- E. Provides a variety of specific instructional strategies to increase student management, student differentiation, and student achievement.
- F. Facilitates peer observation opportunities.
- G. Supports teachers in creating the conditions for equitable teaching and learning.
- H. Provides strategies that promote student goal-setting.

Domain 4: Leadership and Professional Development

- A. Supports internal and external resources for professional learning to enhance existing resources to achieve teacher and/or student learning goals.
- B. Participates in professional development.
- C. Provides professional development to teachers within the district.
- D. Promotes professional development as an improvement strategy.

Domain 5: Induction

The Teacher Support Mentor:

- A. Is knowledgeable about the phases of new
- B. teacher growth and the domains of the California Standards for the Teaching Profession (CSTP)
- C. Provides Induction candidates with oral and written feedback.
- D. Completes Induction assignments in timely manner.

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)?

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:

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)?**

2. **What prior activities led up to this lesson?**

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

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)**

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.

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

3. Commendations:

4. Recommendations:

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.

Teacher Signature/Date

Evaluator Signature/Date

Original: Evaluatee
Copy: Evaluator

**ADDENDUM
IP**

**MUNIFIED SCHOOL DISTRICT
IEP OBSERVATION FORM**

Psychologist: _____

Date: _____

Initial IEP/Triennial IEP: _____

Time/Period: _____

1. Observation of pre-identified domains for the IEP meeting (1, 7, 8 or 9)

2. Observation summary: Sequence, materials, assessment presentation, IEP team members involvement/engagement (see Psychologists Rubric)

3. Commendations:

4. Recommendations:

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

Psychologist's Signature/Date

Evaluator Signature/Date

Original: Evaluator
Evaluatee Copy:

ADDENDUM J

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

Name: _____

School: _____

Grade Level: _____

Assignment: _____

School Year: 20 - 2

Evaluating Supervisor _____

Date of Hire: _____

☐ Probationary 0

☐ Temporary

☐ 1st Year Probationary

☐ 2nd Year Probationary

☐ Tenured

TEACHER LIBRARIAN PERFORMANCE STANDARD RATING

D= Distinguished

S = Skilled

E = Emerging

I = Ineffective practice that is not consistent with standard expectations

- Emerging & ineffective ratings must include specifics in the “comment” section as well as in the Recommendation & Assistance statement by the evaluating supervisor.

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Standard 1: <i>Collaborative Teacher</i>: Teacher Librarian supports student learning and inquiry process.		
A. The teacher: Collaborates with teachers to engage students in inquiry- based learning experiences and instructional units.		
B. Works with teachers to provide instructional support for student learning.		
C. Ensures learners and educators have access throughout the school day by demonstrating flexibility and responsiveness		
D. Students to locate information and utilize technology to answer a question, solve a problem, or enrich information.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Standard 2: <i>Program Manager</i>: Teacher Librarian demonstrates an understanding of, and commitment to, inclusiveness and respect for diversity in the learning community		
A. The teacher: Creates an environment and selects resources that promote student learning while reflecting diversity.		
B. Establishes a climate that promotes fairness and respect.		
C. Ensures equitable physical access, accessible before, during and after school hours.		
D. Establishes and maintains a safe learning environment and standards for student behavior.		
E. Plans and implements library procedures and routines that support student learning.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Standard 3: <i>Designer of Collaborative Spaces:</i> Teacher Librarian provides flexible spaces that promote inquiry, creativity, collaboration, and school community.		
A. Advocates for literacy as a part of the school culture.		
B. Provides an environment of collaboration, innovation and creative problem-solving.		
C. Serves on decision-making teams to promote school improvement.		
D. Advocates for library programs.		
E. Maintains and updates library policies and procedures.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Standard 4: <i>Collection Manager:</i> The Teacher Librarian develops a library collection of resources that aligns with the needs of students, staff, and the curriculum.		
A. Develops and maintains a diverse collection of print and digital resources appropriate for curriculum and multiple learning experiences and abilities for all learners.		
B. Manages access to a variety of digital resources selected and vetted per student/teacher needs.		

C. Coordinates the use of a variety of educational resources, including literature and information technologies, into the school's curriculum.		
D. Develops and implements procedures for the removal of outdated or damaged materials.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Standard 5: <i>Information Specialist</i>: Teacher Librarian demonstrates and promotes a safe, legal and ethical, sharing of information.		
A. Supports the ethical use of information, including copyright laws, fair use, intellectual property, privacy and ethical online behavior (digital citizenship).		
B. Demonstrates a commitment to intellectual freedom.		
B. Effective digital literacy and information literacy skills.		
E. Provide students and educators with learning opportunities related to technology and use of resources.		
E. Shares policies concerning selection, circulation, resources, copyright, privacy, responsible use of technology and social media.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Standard 6: Develop as a <i>Professional Educator</i>		
A. Reflects on professional practices and participates in professional development.		
B. Establishes professional goals and pursues opportunities to grow professionally.		
C. Collaborates with colleagues and the broader professional community to support student learning.		
D. Manages professional responsibilities to maintain motivation and commitment to all students.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
STANDARD 7: Professional Behavior		
A. Assumes responsibility for assigned duties		
B. Adheres to the rules and regulations of the school and District including collective Bargaining Agreement.		
C. Tactfully discusses issues with students, parents and colleagues.		

* The overall rating for a standard will be determined by the predominate rating of its sub-standards.

*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 ineffective ratings in the components of a Standard shall be rated ineffective in that Standard.
2. In order to receive an overall ineffective evaluation, a teacher must receive a minimum of two ineffective ratings in Standard numbers 1-5.

Evaluators Summary Comments
Commendations
Recommendations and Assistance

Overall Performance Evaluation

- ☐ Distinguished /exceeds Standards
- ☐ Skilled/ meets standards
- ☐ Emerging/ needs improvement

Probationary Teachers

- ☐ Recommended for rehire
- ☐ Not recommended for rehire
- ☐ Withhold judgment at this time
- ☐ Ineffective consistent with standard expectation

PERMANENT TEACHERS

Referred to Peer Assistance and Review due to overall ineffective

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

Date

Original: Evaluatee Copy:
Evaluator
Copy: Personnel File

Supervisor Signature

Date

ADDENDUM JC

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

Name: _____
Grade Level: _____
School Year: 20____-20____
Date of Hire: _____

School: _____
Assignment: _____
Evaluating Supervisor: _____

☐ Temporary ☐ 1st Year Probationary ☐ 2nd Year Probationary ☐ Probationary "0" ☐ Tenured

COUNSELOR PERFORMANCE STANDARD RATING

D = Distinguished

S = Skilled

E = Emerging

I = Ineffective

- Ineffective ratings must include a Recommendation & Assistance statement by the evaluating supervisor

FACTORS	RATING (D, S, E, I)	COMMENTS (Use additional pages if needed)
Standard 1: Engage, Advocate for and support all Students in Learning		
The counselor will: A. Ensure all students are engaged in a system of support designed for learning and academic success		

FACTORS	RATING (D, S,E, I)	COMMENTS (Use additional pages if needed)
Standard 1 –continued-		
B. Advocate for educational opportunity, equity and access for all students		
C. Advocate for the learning and academic success of all students		
D. Identify student problems in their earliest stages and implement prevention and intervention strategies		

FACTORS	RATING (D,S, E, I)	COMMENTS (Use additional pages if needed)
Standard 2: Plan, Implement and Evaluate programs to promote Academic, Career, Personal, and Social Development of all students		
The counselor will:		
A. Demonstrate organization skills		
B. Develop outcome-based programs		
C. Assess program outcomes and analyze data		
D. Demonstrate leadership in program development		

FACTORS	RATING (D, S, E,I)	COMMENTS (Use additional pages if needed)
STANDARD 3: Utilize multiple sources of information to Monitor and Improve student Behavior and Achievement		
The Counselor will:		
A. Assess student characteristics and utilize the information		

to plan for individual student growth and achievement		
B. Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans		
C. Monitor student personal, academic, and career progress		

FACTORS	RATING (D, S, E,I)	COMMENTS (Use additional pages if needed)
STANDARD 4: Collaborate and Coordinate with School and Community resources		
The counselor will:		
A. Build and maintain student support teams for student achievement		
B. Provide consultation and education for teachers and parents		
C. Develop working relationships within the school that include school staff members, parents, and community members		
D. Coordinate support from community agencies		

FACTORS	RATING (D, S, E,I)	COMMENTS (Use additional pages if needed)
STANDARD 5: Promote and Maintain a Safe Learning Environment for all students		
The counselor will:		
A. Promote a positive, safe and supportive learning environment		
B. Develop and implement programs that address the personal and social risk factors of students		

C. Develop and implement programs that reduce the incidence of school site violence		
D. Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system		

FACTORS	RATING (D, S, E, I)	COMMENTS (Use additional pages if needed)
STANDARD 6: Develop as a Professional School Counselor		
The counselor will:		
A. Establish professional goals and pursue opportunities to improve		
B. Model effective practices and continuous progress in school counseling		
C. Adhere to professional codes of ethics, legal mandates, and district policies		

* The overall rating for a standard will be determined by the predominate rating of the sub-standards.

Evaluator's Summary Comments
Commendations
Recommendations & Assistance

Overall Performance Evaluation

- ☐ Distinguished
- ☐ Skilled
- ☐ Emerging
- ☐ Ineffective

Probationary Counselor

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

Permanent Counselor

- ☐ 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

Date _____

Supervisor Signature

Date _____

Original: Evaluatee
Copy: Evaluator
Copy: Personnel File

ADDENDUM JCC

Madera Unified School District District Culture & Climate Coach Evaluation Instrument
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Name: _____

School Year: _____

Evaluating Supervisor: _____

Date of Hire: _____

☐ Temporary ☐ 1st Year Probationary ☐ 2nd Year Probationary ☐ Permanent ☐ Other _____

TEACHER PERFORMANCE STANDARD RATINGS

D = Distinguished

S= Skilled

E= Emerging

I=Ineffective practice that is not consistent with standard expectations

*All “Emerging” and “Ineffective ” ratings MUST include evidence as well as recommendations.

Factors	Rating (D S E I)	Evidence, / Comments,/ Recommendations
Domain 1: Coaching and Support Effectiveness (i.e. Site Administration, Site Teachers, School Counselors):		
A. Assist site team(s) to design and implement positive reinforcement school wide or classroom systems.		
B. Provide supports to staff on school-wide and classroom climate and culture practices.		
C. Serves as a resource in identifying appropriate instructional strategies and interventions to improve student behavior and social-emotional needs.		

D. Ensure schools and staff have the resources to address the social-emotional and behavioral needs of students.		
E. Coach school staff in developing and utilizing referral, assessment and progress monitoring.		
F. Consult with Behavior Health staff, Counselors, Psychologists, Student Advocates or other district staff to provide coordinated consultation and support services and training.		
Domain 2: Instructional Supports and Effectiveness		
A. Provides coaching and modeling in organizing instruction, lesson design, instructional delivery and assessment related to behavior and social skill with effective teaching and learning strategies for English Learners, students with disabilities and students with diverse learning needs.		
B. Conduct coaching and modeling for school staff implementing discipline intervention, social-emotional or behavioral instruction to support individual or groups of students considered at risk socially or behaviorally.		
C. Provides classroom management strategies, demonstrations, and research to enhance student involvement and engagement.		
D. Provides a variety of specific instructional strategies to increase student management, student differentiation, and student engagement.		
E. Facilitates peer observation opportunities.		
F. Supports teachers in creating the conditions for equitable teaching and learning.		
G. Conducts demonstration lessons for classroom teachers.		
Domain 3: Professional Development:		
A. Facilitate parent, teacher, administrator and community meetings to build knowledge around positive school climate and social-emotional learning support.		

B. Develop and conduct training to students, teachers, staff and parents on relevant topics		
C. Assesses school climate using school climate tools, and use data to improve social-emotional programming and approaches.		
Domain 4: Developing as a Professional Educator:		
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.		

Evaluator's Summary Comments:
Commendations:
Recommendations and Growth Goals for next school year:

A Teacher Support and Mentor who receives an “Ineffective” rating for any of the 4 Domains 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

- ☐ Distinguished /exceeds Standards
- ☐ Skilled/ meets standards
- ☐ Emerging/ needs improvement
- ☐ Ineffective practice that is not consistent with standard expectations

- PERMANENT TEACHERS:**
- ☐ Recommended to continue as a Culture and Climate District Coach
 - ☐ Recommended to placement in a K-12 classroom

Evaluates 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
Date

Supervisor Signature
Date

ADDENDUM JD

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

Name: _____

School: _____

School Year: _____

Evaluating Supervisor: _____

Date of Hire: _____

☐ Temporary
 ☐ 1st Year Probationary
 ☐ 2nd 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
1. Coach and Support Colleagues and School Site Leadership (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
2. Professional Development:		
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.		
3. Professional Behavior:		
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.		
4. Developing as a Professional Educator:		
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.		

Evaluator's Summary Comments:
Commendations:
Recommendations & Assistance:

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 PERFORMANC EVALUATION

PROBATIONARY TEACHERS

- | | |
|---|---|
| <input type="checkbox"/> Satisfactory/Meets expectations
<input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Unsatisfactory practice that is not consistent with expectations | <input type="checkbox"/> Recommended for rehire
<input type="checkbox"/> Not recommended for rehire
<input type="checkbox"/> 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

Evaluates 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.

ADDENDUM JL

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

Name: _____

School: _____

Grade Level: _____

Assignment: _____

School Year: 20 - 2

Evaluating Supervisor _____

Date of Hire: _____

☐ Probationary 0

☐ Temporary

☐ 1st Year Probationary

☐ 2nd Year Probationary

☐ Tenured

TEACHER LIBRARIAN PERFORMANCE STANDARD RATING

D= Distinguished

S = Skilled

E = Emerging

I = Ineffective practice that is not consistent with standard expectations

- Emerging & ineffective ratings must include specifics in the “comment” section as well as in the Recommendation & Assistance statement by the evaluating supervisor.

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Standard 1: <i>Collaborative Teacher</i>: Teacher Librarian supports student learning and inquiry process.		
A. The teacher: Collaborates with teachers to engage students in inquiry- based learning experiences and instructional units.		
B. Works with teachers to provide instructional support for student learning.		
C. Ensures learners and educators have access throughout the school day by demonstrating flexibility and responsiveness		
D. Students to locate information and utilize technology to answer a question, solve a problem, or enrich information.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Standard 2: <i>Program Manager</i>: Teacher Librarian demonstrates an understanding of, and commitment to, inclusiveness and respect for diversity in the learning community		
A. The teacher: Creates an environment and selects resources that promote student learning while reflecting diversity.		
B. Establishes a climate that promotes fairness and respect.		
C. Ensures equitable physical access, accessible before, during and after school hours.		
D. Establishes and maintains a safe learning environment and standards for student behavior.		
E. Plans and implements library procedures and routines that support student learning.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Standard 3: <i>Designer of Collaborative Spaces:</i> Teacher Librarian provides flexible spaces that promote inquiry, creativity, collaboration, and school community.		
A. Advocates for literacy as a part of the school culture.		
B. Provides an environment of collaboration, innovation and creative problem-solving.		
C. Serves on decision-making teams to promote school improvement.		
D. Advocates for library programs.		
E. Maintains and updates library policies and procedures.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Standard 4: <i>Collection Manager:</i> The Teacher Librarian develops a library collection of resources that aligns with the needs of students, staff, and the curriculum.		
A. Develops and maintains a diverse collection of print and digital resources appropriate for curriculum and multiple learning experiences and abilities for all learners.		
B. Manages access to a variety of digital resources selected and vetted per student/teacher needs.		

C. Coordinates the use of a variety of educational resources, including literature and information technologies, into the school's curriculum.		
D. Develops and implements procedures for the removal of outdated or damaged materials.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Standard 5: <i>Information Specialist</i>: Teacher Librarian demonstrates and promotes a safe, legal and ethlegal, sharing of information.		
A. Supports the ethical use of information, including copyright laws, fair use, intellectual property, privacy and ethical online behavior (digital citizenship).		
B. Demonstrates a commitment to intellectual freedom.		
C.. Effective digital literacy and information literacy skills.		
D. Provide students and educators with learning opportunities related to technology and use of resources.		
E. Shares policies concerning selection, circulation, resources, copyright, privacy, responsible use of technology and social media.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Standard 6: Develop as a <i>Professional Educator</i>		
A. Reflects on professional practices and participates in professional development.		
B. Establishes professional goals and pursues opportunities to grow professionally.		
C. Collaborates with colleagues and the broader professional community to support student learning.		
D. Manages professional responsibilities to maintain motivation and commitment to all students.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
STANDARD 7: Professional Behavior		
A. Assumes responsibility for assigned duties		
B. Adheres to the rules and regulations of the school and District including collective Bargaining Agreement.		
C. Tactfully discusses issues with students, parents and colleagues.		

* The overall rating for a standard will be determined by the predominate rating of its sub-standards.

*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 ineffective ratings in the components of a Standard shall be rated ineffective in that Standard.
2. In order to receive an overall ineffective evaluation, a teacher must receive a minimum of two ineffective ratings in Standard numbers 1-5.

Evaluators Summary Comments
Commendations
Recommendations and Assistance

Overall Performance Evaluation

- ☐ Distinguished /exceeds Standards
- ☐ Skilled/ meets standards
- ☐ Emerging/ needs improvement

Probationary Teachers

- ☐ Recommended for rehire
- ☐ Not recommended for rehire
- ☐ Withhold judgment at this time
- ☐ Ineffective consistent with standard expectation

PERMANENT TEACHERS

Referred to Peer Assistance and Review due to overall ineffective

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

Date

Supervisor Signature

Date

Original: Evaluatee Copy: Educator
Copy: Personnel File

ADDENDUM JN

**MADERA UNIFIED SCHOOL DISTRICT
NURSE EVALUATION INSTRUMENT**

Name: _____

School: _____

Grade Level: _____

Assignment: _____

School Year: 20____-20____

Evaluating Supervisor: _____

Date of Hire: _____

☐ Temporary ☐ 1st Year Probationary ☐ 2nd Year Probationary ☐ Probationary "0" ☐ Tenured

NURSE PERFORMANCE STANDARD RATING

D = Distinguished

S = Skilled

E = Emerging

I = Ineffective

- Ineffective ratings must include a Recommendation & Assistance statement by the evaluating supervisor

FACTORS	RATING (D, S, E, I)	COMMENTS (Use additional pages if needed)
Standard 1: Assesses Pupil Progress towards Expected Achievement		
The nurse: A. Reviews student health data for compliance with State, County, and District health regulations		

FACTORS	RATING (D, S,E, I)	COMMENTS (Use additional pages if needed)
Standard 1 –continued-		
B. Collects and uses multiple sources of information to assess student health status		
C. Uses assessment and screening results to adjust and guide health intervention strategies including appropriate health referrals to medical providers and /or community resources		
D. Administers required assessments, completes mandated reports and records data accurately		

FACTORS	RATING (D,S, E, I)	COMMENTS (Use additional pages if needed)
Standard 2: Uses Professional Techniques and Strategies		
The nurse:		
A. Effectively relates student health status and the student's ability to learn to parents/students/staff		
B. Manages medication administration and specialized procedures in compliance with district and state policies		
C. Develops and manages Individual Health Care Plans to facilitate students with special needs into school		
D. Collaborates with student/parent/medical provider to transition ill and injured students into the school setting		
E. Maintains appropriate standards of confidentiality and privacy in health areas		

FACTORS	RATING (D, S, E,I)	COMMENTS (Use additional pages if needed)
STANDARD 3: Demonstrates Adherence to Health Program Objectives		
The nurse:		
A. Demonstrates knowledge of school health law and health and safety regulations		
B. Establishes and maintains standards of school health practice		
C. Maintains accurate and complete health files in each student's cumulative health records		
D. Oversees mandated health related services such as Immunization programs, communicable disease surveillance, CHD Programs and mandated vision, hearing, scoliosis and dental screening		
E. Ensures department health policies and procedures are followed and maintained		

FACTORS	RATING (D, S, E,I)	COMMENTS (Use additional pages if needed)
STANDARD 4: Maintains Health Office Climate and Operations		
The nurse:		
A. Provides a health office environment that is professional, positive and productive		
B. Provides appropriate medical supervision and delegation to unlicensed personnel		
C. Provides appropriate nursing care to ill and injured students based on the standards of school nursing		
D. Establishes a health office climate that promotes inclusion, mutual respect, consistency and fairness		

E. Maintains systematic documentation of health office visits, procedures and care		
--	--	--

FACTORS	RATING (D, S, E,I)	COMMENTS (Use additional pages if needed)
STANDARD 5: School Nurse as Health Educator and Counselor		
The nurse:		
A. Provides appropriate health education and disease prevention principles to students, staff and parents		
B. Serves as health advocate to parents, students, school and community to increase school wellness		
C. Provides staff development on health related issues to district and school site staff as needed		
D. Provides procedural training and supervision for medication administration and specialized health procedures to unlicensed personnel as needed		
E. Provides individual health and crisis counseling to students and staff and makes appropriate referrals		

FACTORS	RATING (D, S, E,I)	COMMENTS (Use additional pages if needed)
STANDARD 6: Professional Growth and Responsibilities		
The nurse:		
A. Establishes professional goals and pursues opportunities to grow professionally in the school nurse practice		
B. Works with colleagues to improve professional practice		
C. Works with families and communities to improve professional practice		

D. Balances professional responsibilities to maintain motivation in professional role		
E. Demonstrates professional image in appearance and attitude		
F. Meets assigned district responsibilities and completes mandated reports with deadlines		

* The overall rating for a standard will be determined by the predominate rating of the sub-standards.

Evaluator's Summary Comments
Commendations
Recommendations & Assistance

Overall Performance Evaluation

- ☐ Distinguished
☐ Skilled
☐ Emerging
☐ Ineffective

Probationary Nurse

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

Permanent Nurse

☐ 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

Date

Supervisor Signature

Date

Original: Evaluatee
Copy: Evaluator
Copy: Personnel File

ADDENDUM JP

**MADERA UNIFIED SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST EVALUATION INSTRUMENT
(BASED ON NASP'S DOMAINS OF PRACTICE)**

Name: _____ School Site(s): _____

School Year: 20 -20 _____ Date of Hire: _____

Evaluating Supervisor: _____

☐ 1st Year Probationary ☐ 2nd Year Probationary ☐ Tenured

PSYCHOLOGIST PERFORMANCE STANDARD RATING

D= Distinguished

S = Skilled

E = Emerging

I = Ineffective

*Ineffective ratings must include a Recommendation & Assistance statement by the evaluating supervisor

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Domain 1: Data-Based Decision Making		
The School Psychologist will: A. Understand and utilize assessment methods for identifying strengths and needs; for developing effective interventions, services, and programs and for measuring progress and outcomes within a multitiered system of support.		
B. Use assessment data to understand students' problems and implement evidence-based instructional, mental, and behavioral health services and for measuring progress and outcomes within a multitiered system of supports.		

C. Systematically collect data from multiple sources as a foundation for decision making at the individual, group, and systems levels.		
FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Domain 2: Consultation and Collaboration		
The School Psychologist will: A. Understand varied models and strategies of consultation and collaboration applicable to individuals, families, groups, and systems, as well as methods to promote effective implementation of services.		
B. Demonstrate skills to consult, collaborate, and communicate effectively with others.		
FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Domain 3: Academic Interventions and Instructional Supports		
The School Psychologist will: A. In collaboration with others, use assessment and data collection methods to implement and evaluate services that support academic skill development.		
B. Understands the biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence based curricula and instructional strategies.		
FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Domain 4: Mental and Behavioral Health Services and Interventions		
The School Psychologist will:		

A. Use systematic decision-making to consider the antecedents, consequences, functions, and causes of behavioral difficulties.		
B. Collaborate with others in the design, implementation, and evaluation of services that promote resilience and positive behavior, support socialization, and adaptive skills, and enhance mental and behavioral health.		
FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Domain 5: School-Wide Practices to Promote Learning		
The School Psychologist will: A. Understand systems, structures organization and theory; general and special education programming; implementation science; and evidence-based school-wide practices that promote learning, positive behavior, and mental health.		
C. Collaborate with other school personnel to create and maintain a multitiered continuum of services to support academic, social, emotional, and behavioral goals for students.		
FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Domain 6: Services to Promote Safe and Supportive Schools		
The School Psychologist will: A. Understand principles and research related to social emotional well-being, resilience, and risk factors in learning, mental and behavioral health and evidence-based strategies for creating safe and supportive schools.		
B. In collaboration with others, promote preventive and responsive services that enhance learning, mental and behavioral health, and psychological and physical safety and implement effective crisis prevention, protection mitigation, response and recovery.		

FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Domain 7: Family, School, and Community Collaboration		
The School Psychologist will: A. Understands principles and research related to family systems, strengths, needs and cultures; uses evidence-based strategies to develop collaboration between families and schools.		
B. In collaboration with others, design, implement and evaluate services that respond to culture and context and facilitate family and school partnerships and interactions with community agencies to enhance academic and social-behavioral outcomes for students.		
FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Domain 8: Equitable Practices for Diverse Student Populations		
The School Psychologist will: A. Applies understanding of the influence of culture, background, and individual learner characteristics when designing and implementing interventions and through the evaluation process of English Learners.		
B. Promote equity and social justice in educational programs and services by ensuring all children and youth learn in safe, supportive, and inclusive environments. Actively engage in efforts to address factors that limit equity and access to educational opportunity.		
FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Domain 9: Research and Evidence-Based Practice		
The School Psychologist will: A. Use of knowledge of research design, statistics, measurement, and various techniques of data collection to		

evaluate services at the individual, group, and systems levels.		
B. Assist teachers and/or staff in collecting meaningful student data.		
FACTORS	RATING (D,S,E,I)	COMMENTS (Use additional pages if needed)
Domain 10: Legal, Ethical, and Professional Practice		
The School Psychologist will: A. Remain knowledgeable about multiple service models and methods, ethical and professional standards, legal regulations, and other factors related to professional identity and effective practice as a school psychologist.		
B. Assist administrators, teachers, other school and district personnel, and parents in understanding regulations relevant to special education eligibility.		
C. Engage in professional development and life-long learning.		

* The overall rating for a standard will be determined by the predominate rating of its sub-standards.

** Psychologists who receive a majority of ineffective ratings in the components of a Standard shall be rated ineffective in that Standard.

*** In order to receive an overall ineffective evaluation, a Psychologists must receive a minimum of four ineffective ratings in Standard numbers 1-10.

Evaluator's Summary Comments:

Commendations:

Recommendations & Assistance:

Overall Performance Evaluation

■ Distinguished

■ Skilled

■ Emerging

■ Ineffective

Permanent Psychologist ☐ Recommend Improvement Plan

Probationary Psychologist

☒ Recommended for rehire

■ Not recommended for rehire

■ Withhold judgement at this time

Evaluatee's Comments:

Employee's Signature

Date

Evaluator's Signature

Date

Original: Evaluatee Copy: Evaluator Copy: Personnel File

ADDENDUM J-TSM

Madera Unified School District
TSA: Teacher Support Mentor

Name: _____

Evaluating Supervisor: _____

School Year: _____

Date of Hire: _____

TEACHER PERFORMANCE STANDARD RATINGS

D= Distinguished

S = Skilled

E = Emerging

I = Ineffective practice that is not consistent with standard expectations

*All “Emerging” and “Ineffective” ratings MUST include evidence as well as recommendations.

Factors	Rating (D,S,E,I)	Evidence, / Comments,/ Recommendations
Domain 1: collaborative and Professional Relationships		
The Teacher Support Mentor:		
A. Exhibits behaviors that build positive relationships among colleagues.		
B. Facilitates trust, caring and honesty with and among colleagues to build ownership and solve problems, resulting in actions that support student learning.		
C. Uses effective conversation skills to engage teachers in collaborative problem solving and reflective thinking to promote learning that results in advancing practice and student learning.		

D. Facilitates and promotes collaborative inquiry, data analysis and reflection on practice to promote student learning		
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Factors	Rating (D,S,E,I)	Evidence, / Comments,/ Recommendations
Domain 2: Coaching Support and Effectiveness		
The Teacher Support Mentor:		
A. Uses a variety of strategies and resources to respond to the needs of the classroom teacher and the diverse learning needs of the students.		
B. Draws upon the backgrounds, experiences, and evidence of practice of individuals to guide instructional coaching and advance teaching and learning.		
C. Uses technologies to enhance the classroom teacher's practice and maximize student learning.		
D. Coaches and facilitates the identification and development of appropriate assessments to determine student knowledge, skills and learning needs.		
E. Coaches and facilitates the systematic analysis and interpretation of student assessment data to guide improvements in teaching practice and student learning.		
F. Assists the classroom teacher with establishing model classroom environments.		
G. Promotes teachers as leaders and learners.		

Factors	Rating (D,S,E,I)	Evidence, / Comments,/ Recommendations
Domain 3: Instructional Supports and Effectiveness		
The Teacher Support Mentor:		
A. Regularly conducts demonstration lessons.		
B. Regularly observes the classroom teacher and provides constructive feedback.		
C. Assists the classroom teacher in lesson design.		
D. Provides classroom management strategies, demonstrations, and research to enhance student involvement and engagement.		
E. Provides a variety of specific instructional strategies to increase student management, student differentiation, and student achievement.		
F. Facilitates peer observation opportunities.		
G. Supports teachers in creating the conditions for equitable teaching and learning.		
H. Provides strategies that promote student goal-setting.		

Factors	Rating (D,S,E,I)	Evidence, / Comments,/ Recommendations
Domain 4: Leadership and Professional Development		
The Teacher Support Mentor:		
A. Supports internal and external resources for professional learning to enhance existing resources to achieve teacher and/or student learning goals.		
B. Participates in professional development		
C. Provides professional development to teachers within the district.		
D. Promotes professional development as an improvement strategy.		

Factors	Rating (D,S,E,I)	Evidence, / Comments,/ Recommendations
Domain 5: Induction		
The Teacher Support Mentor: A. Is knowledgeable about the phases of new teacher growth and the domains of the California Standards for the Teaching Profession (CSTP)		
B. Is knowledgeable about Induction components.		
C. Provides Induction candidates with oral and written feedback.		
D. Completes Induction assignments in timely manner.		

Evaluator's Summary Comments:

Commendations:

Recommendations & Assistance:

A Teacher Support and Mentor who receives an "Ineffective" rating for any of the 5 Domains 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 PERFORMANC EVALUATION

- ☐ Distinguished /exceeds Standards
- ☐ Skilled/ meets standards
- ☐ Emerging/ needs improvement
- ☐ Ineffective practice that is not consistent with standard expectations

PERMANENT TEACHERS:

- ☐ Recommended to continue as a Teacher Support and Mentor/TSA
- ☐ Recommended to placement in a K-12 classroom

Evaluates 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

Date

Supervisor Signature

Date

ADDENDUM J-WE

MADERA UNIFIED SCHOOL DISTRICT TSA-Work Experience Evaluation Document

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

A. Work Experience Education Program (WEE) Requirements	S	N	U	<i>Comments/Evidence/Recommendations</i>
Be knowledgeable of and comply with appropriate sections of the California Education Code; the California Code of Regulations, state and federal labor laws, and other related California Education Codes and documents	_____	_____	_____	
Approve students for enrollment in the WEE program, in cooperation with site administrators and site counselors.	_____	_____	_____	
Process and verify work permits for students enrolled in WEE and assume responsibility for revoking work permits when students and/or employers fail to comply with work permit laws.	_____	_____	_____	
Set definite office hours at each school site to meet with WEE program students.	_____	_____	_____	

A. Work Experience Education Program Requirements -continued- Maintain a file/database for each WEE student, including the students training agreement, individual training plan, copy of work permit, timesheets, work site visitation reports, type of WEE program student(s) are enrolled in and any other pertinent information. Process and verify employability cards	S _____ _____ _____ _____	N _____ _____ _____ _____	U _____ _____ _____ _____	Comments/Evidence/Recommendations
B. Workplace Learning and Connecting Activities Coordinate and organize OEII/Mock Interview for Madera High School, Madera South High School, Mt. Vista Continuation High School, and Ripperdan Community Day School. Visit each student work site twice each semester to monitor student progress at the worksite. Organize field trips, industry tours, guest speakers, and job shadowing opportunities. Meet weekly with all students in the WEE program to ensure and review student logs and provide related classroom instruction.	S _____ _____ _____ _____	N _____ _____ _____ _____	U _____ _____ _____ _____	Comments/Evidence/Recommendations
C. Work Experience Placement and Employer Relations Develop written agreements, which identify the responsibilities of the students, employers, parents or guardians (for minors only), and the secondary school/district. Contact businesses or potential employers to promote, maintain, and increase the number of employment opportunities available in the Work Experience Education program Match student's needs, skills, and interests with available job placement opportunities.	S _____ _____ _____ _____	N _____ _____ _____ _____	U _____ _____ _____ _____	Comments/Evidence/Recommendations

C. Work Experience Placement and Employer Relations <i>-continued-</i> Identify, select, and approve job sites that will enable students to accomplish meaningful learning objectives. Meet regularly with job site supervisors to ensure successful work experience placements.	<table> <tr> <td>S</td><td>N</td><td>U</td></tr> <tr> <td>_____</td><td>_____</td><td>_____</td></tr> <tr> <td>_____</td><td>_____</td><td>_____</td></tr> </table>	S	N	U	_____	_____	_____	_____	_____	_____	Comments/Evidence/Recommendations
S	N	U									
_____	_____	_____									
_____	_____	_____									
D. Community Relations Represent the district at business and education meetings throughout the school year (Inter-agency committees, community groups, service organizations) for the purpose of conveying and/or gathering relevant information regarding the local workforce.	<table> <tr> <td>S</td><td>N</td><td>U</td></tr> <tr> <td>_____</td><td>_____</td><td>_____</td></tr> </table>	S	N	U	_____	_____	_____	Comments/Evidence/Recommendations			
S	N	U									
_____	_____	_____									

Evaluator's Summary Comments
Commendations

Work Experience Education Teacher on Special Assignment who receives 3 or more “Unsatisfactory” ratings will be subject to placement to a classroom in accordance with 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 continuing as a Work Experience Education TSA

_____ Recommended to placement in a K-6 classroom

Employee's Comments (*Employee may also attach comments to this evaluation.*)

_____ 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's Signature

Date

Employee's Signature

Date

ADDENDUM K

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

STANDARD #1: DESCRIPTION OF PRACTICE FOR ENGAGING AND SUPPORTING ALL STUDENTS IN LEARN

KEY ELEMENTS	Ineffective	Emerging	skilled	Distinguished
Connects students' prior knowledge, life experiences, and interests with learning goals	The teacher makes no or minimal connections between students' prior knowledge, life experiences, and interests with learning goals. The teacher rarely elicits student comments or questions during the lesson.	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 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 integrates broad knowledge of students' cultural backgrounds, prior knowledge, life experiences, and interests to inform instruction. The teacher systematically questions students and elicits questions throughout instruction to adjust and ensure understanding.
Uses a variety of instructional strategies, resources and technologies to address students' diverse needs	The teacher uses a limited variety of instructional strategies and resources. Minimal adjustments are made to individual student needs.	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 variety of instructional strategies and resources to respond to students' diverse needs and promote participation.	The teacher refines the flexible use of an extensive repertoire of strategies, resources, and technologies to meet students' diverse learning needs.
Facilitates learning experiences that promotes critical thinking through inquiry, problem solving, and reflection	Learning activities are directed by the teacher, permitting minimal student opportunities for autonomy, interaction or choice.	There are limited opportunities for students to apply and practice new learning in meaningful independent and collaborative learning experiences.	The teacher facilitates, monitors and supports independent and collaborative learning experiences that promote autonomy, interaction and choice.	The Teacher facilitates, monitors and supports students to initiate critical thinking through independently developing questions, posing problems and reflecting on multiple perspectives.
Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful	There are minimal learning opportunities for students to engage in problem solving and higher level thinking activities within or across subject matter.	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.	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 engages students and integrates problem solving, critical thinking and other activities in meaningful connections to real-life contexts in planning subject matter instruction and is responsive during instruction to engage students to think, discuss, interact, reflect and evaluate content.
Monitors student learning and adjusting instruction while teaching	The teacher implements lessons following curriculum guidelines.	The teacher seeks to clarify instructions and learning to support student understanding.	The teacher makes adjustments to instruction based on observation of student engagement and regular checks for understanding.	The teacher adjusts strategies during instruction based on the ongoing monitoring of individual student needs for assistance, support, or challenge.

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

KEY ELEMENTS	Ineffective	Emerging	skilled	Distinguished
Creates a physical environment that engages all students	The physical environment contains safety hazards and/or rarely engages students and/or rarely supports individual and/or group learning.	The physical environment provides some accessibility to materials and engages some students in learning (group and individual learning experiences).	The physical environment provides safety and engages students in constructive interactions in learning activities.	The physical environment ensures safety, engages students in constructive interactions in learning activities, and is used as an extension of the instructional program.
Establishes a climate that promotes fairness and respect	A climate of fairness, respect, or caring, either between the teacher and students/among students is limited or not evident.	The teacher establishes a climate of fairness, respect, and caring for some students.	A climate of fairness, respect, and caring for self and others is provided for and modeled by the teacher.	A climate of fairness, respect, and caring for self and others is established and evident by student and teacher interactions.
Promotes social development and group responsibility	The teacher rarely supports students' social development, self-esteem, diversity, and/or responsibility for each other.	The teacher provides some learning experiences for students that promote social development and acquisition of 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 creates and implements learning experiences for students to work collaboratively to promote social development and acquisition of leadership skills to become self-directed learners as well as encouragement of peer support.
Establishes and maintains standards for student behavior	Because the standards for behavior have not been established or maintained by the teacher, student learning has been greatly diminished.	Standards for student behavior have been established and student behavior is generally appropriate during learning experiences.	Standards for student has been designed and implemented using a classroom management system. It is clear the management system has communicated to students, and maintained consistently and fairly by the teacher.	Standards for student behavior are clearly established using a classroom management system which is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses effective strategies to lessen disruptive behaviors and reinforce positive behaviors.
Plans and implements classroom procedures and routines that support student learning	Classroom procedures and routines not only lack schedules, rules and timelines, but are rarely enforced which disrupt student learning.	Procedures and routines operate moderately well and generally support student learning.	Procedures and routines (daily schedules, timelines, rules) operate efficiently to support student learning.	Procedures and routines are well-established and orderly to support student learning. Students initiate responsibility for the efficient operation of the classroom.
Uses instructional time effectively	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.	Pacing of lessons is generally effective so that some students complete learning activities.	Pacing and adjusting of lessons, including smooth transitions, consistently keeps students engaged to successfully complete learning activities.	Pacing and adjusting lessons is accomplished . Transitions are seamless as the teacher effectively maximizes instructional time while engaging students to

				successfully complete learning activity.
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STANDARD #3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

KEY ELEMENTS	Ineffective	Emerging	skilled	Distinguished
Demonstrates knowledge of subject matter content and student development	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 .	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.	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.	The teacher uses extensive knowledge of subject matter concepts, current issues, academic language, and research to make relevant connections to standards. The teacher draws upon comprehensive knowledge of students to guide all students' cognitive, linguistic, physical and social/emotional development.
Organizes the curriculum to support student understanding of the subject matter	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.	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.	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.	The curriculum is organized and reflects the teachers' extensive 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.
Interrelates ideas and information within and across subject matter areas	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.	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.	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.	Lessons consistently 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.
Develops appropriate instructional strategies for understanding of the subject matter	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	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.	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.	Lessons include a variety of strategies that are suited to: help students think critically and construct their own knowledge; ensure student understanding of academic language; build on students' life experiences, prior knowledge and interests; and

	build enthusiasm for and knowledge of the subject matter.	.for and knowledge of the subject matter.	build enthusiasm for and knowledge of the subject matter.	help students build enthusiasm for and knowledge of the subject matter.
Uses materials, resources, and technologies to make subject matter accessible to students	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.	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	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.	Lessons consistently exhibit the use of resources, materials and technologies to organize curriculum, promote student understanding, reflect the diversity in the classroom, convey key concepts, and ensure students gain access to resources, materials and technologies to support their own learning of the subject matter.

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

KEY ELEMENTS	Ineffective	Emerging	skilled	Distinguished
Draws on and values students' backgrounds, interests, and developmental learning needs	Instructional plans rarely match or reflect students' backgrounds, experiences, interests, and developmental needs, and seldom support students' learning.	Instructional plans are partially drawn from information about students' backgrounds, experiences, interests, and developmental needs to support students' learning.	Instructional plans reflect students' backgrounds, experiences, interests and developmental needs to support students' learning.	Instructional plans reflect differentiated instruction which is based on broad knowledge of students while matching resources and specific strategies to students' diverse learning needs and cultural backgrounds.
Establishes and articulates goals for student learning	Instructional goals are rarely established or seldom address students' language, experience, and learning expectations. Expectations for students are low.	Some instructional goals address students' language, experience, and learning expectations. Expectations for students are inconsistent.	Short-term and long-term instructional goals are based on students' language, experience and learning expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high.	All instructional goals are based on students' language, experience and learning expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are consistently high.
Develops and sequences instructional activities and materials for student learning	Instructional activities and materials are rarely appropriate to the students, or the instructional goals rarely engage students in meaningful learning.	Instructional activities and materials are partially appropriate to students and the learning goals, and engage some students in meaningful learning. Some activities are logically	Instructional activities and materials are appropriate to students and the learning goals make content and concepts relevant, and engage most students in meaningful learning.	Instructional activities and materials are appropriate to students and the learning goals make content and concepts relevant, and engage students in meaningful learning. Activities

	Activities are not logically sequenced.	sequenced within individual lessons.	Activities are logically sequenced within individual lessons.	are logically sequenced within individual lessons and offer differentiation when needed.
Designs short-term and long-term plan to foster student learning	Individual lesson plans have little or no relation to long-term goals, or a unit plan has little recognizable structure.	Long-term plans have a recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.	Long-term plans have a coherent structure, with learning activities in individual lessons well-sequenced to promote understanding of concepts.	Long-term plans have a coherent structure, with learning activities in individual lessons well-sequenced to promote understanding of concepts. Differentiation of instruction is included in lessons to aide in the promotion of student learning.
Modifies instructional plans to adjust for student needs	Instructional plans are seldom modified, in spite of evidence that modifications would improve student learning.	Modifications to instructional plans address only superficial aspects of the lesson.	Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.	Teacher makes ongoing adjustments to instructional plans and uses a variety of materials/resources as the instructional needs arise based on formal and informal assessment.

STANDARD #5: ASSESSING STUDENT LEARNING

KEY ELEMENTS	Ineffective	Emerging	skilled	Distinguished
Applies knowledge of the purposes, characteristics, and uses of different types of assessment	Teacher is aware of the purposes and characteristics of formative and summative assessments	Explores the use of different types of pre-assessment, formative and summative assessments.	Decides on the purpose for assessment and skills to be assessed to select appropriately matched pre-, formative, and summative assessments.	Develops and adapts the range of appropriate assessments to address questions about students' learning needs and progress.
Collects and uses multiple sources of information to assess student learning	No consistent sources of information or assessment techniques are used to assess student learning or to develop instruction.	Limited sources of information and assessment techniques are used to understand student progress	Appropriate multiple measures are used to assess and understand student progress as well as to develop student learning goals.	Uses a wide range of measures and assessments to understand student progress, develop student learning goals, and support differentiated instruction
Reviews data, both individually and with colleagues, to monitor student learning	Seldomly reviews and monitors available assessment data as required by site and district processes.	Reviews and monitors assessment data individually and with colleagues to identify learning needs of individual students.	Reviews and monitors a variety of data on student learning individually and with colleagues to identify trends and patterns among groups of students.	Facilitates collaborative work and fosters colleagues ability use data to identify and address underlying causes for achievement patterns and trends.
Uses assessment data to establish learning goals and to plan, differentiate, and modify instruction	Uses data from assessments provided by site and district to plan instruction	Uses data from available assessments to establish content based learning goals for class and plan instruction.	Uses a variety of data to establish content based learning goals, plan and differentiate instruction.	Uses a variety of data to establish and implement content based learning goals, plan, differentiate and modify instruction.

Involves and guides all students in assessing their own learning	The teacher assumes total responsibility for student evaluation.	The teacher provides some assessment strategies that guide student reflection in the assessment process.	The teacher models assessment strategies to assist students with self-reflection in assessment process.	The teacher implements assessment strategies and/or rubrics to assist students with self-reflection in assessment process.
Communicates with students, families, and other audiences about student learning	The teacher communicates with families about student learning and progress through report card on quarterly and semester basis.	The teacher provides information to families about student progress through report card on quarterly and semester basis as well as progress report periods set by the district.	The teacher informs families about student progress consistently and encourages family involvement.	The teacher uses a wide range of communications to inform families about student progress, encourages family involvement as well as provides strategies for parental support.

STANDARD #6: DEVELOPING AS A PROFESSIONAL EDUCATOR

KEY ELEMENTS	Ineffective	Emerging	skilled	Distinguished
Reflects on teaching practice in support of student learning	Is aware of the need to reflect on teaching practice to support student learning. Reflects individually or with colleagues on immediate student learning needs.	Begins to engage in reflection on teaching practice individually and with colleagues that is focused on methods to support the full range of learners.	Engages in reflection individually and with colleagues on the relationship between making adjustments in teaching practice and impact on the full range of learners.	Continuously reflects practice individually and with colleagues in supporting student learning and raising the level of academic achievement.
Establishes professional goals and pursues opportunities to grow professionally	Develops goals for the purpose of the teacher evaluation process	Professional goals are established. Teacher seeks opportunities for knowledge and skills.	The teacher develops and refines professional goals. Seeks opportunities for professional growth and development. The teacher to participates in the professional community.	The teacher develops and refines professional goals to impact student learning. Seeks opportunities for enhanced professional growth and development. The teacher actively participates in the professional community.
Collaborates with colleagues and the broader professional community to support teacher and student learning	Attends staff, grade level, department, and other required meetings and collaborations.	Consults with colleagues to consider how best to support teacher and student learning..	Collaborates with colleagues to improve student learning and reflect on teaching practice at the classroom level.	Collaborates with colleagues to expand impact on instructional practice and student achievement at classroom and school level.
Works with families to support student learning	Teacher is aware of the role of the family in student learning and the need for interactions with families.	Acknowledges the importance of the family's role in student learning. Seeks information about families represented in the school, but seldom initiates communication and collaboration between the home and school	The teacher respects and values all students' families and consistently communicates to support learning and collaboration between the home and school.	The teacher provides opportunities and support for families to actively participate in the student's learning. Communicates to families in ways which show understanding of and respect for cultural norms.

Manages professional responsibilities to maintain motivation and commitment to all students	Develops an understanding of professional responsibilities.	Maintains professional responsibilities in timely ways and seeks support as needed.	Anticipates professional responsibilities and manages time and effort required to meet expectations.	Models professionalism and supports colleagues in meeting and exceeding professional responsibilities effectively
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STANDARD #7: PROFESSIONAL BEHAVIOR

KEY ELEMENTS	Ineffective	Emerging	skilled	Distinguished
Assumes responsibilities for assigned duties	The teacher inconsistently assumes responsibility for assigned duties.	The teacher assumes responsibility for assigned duties.	The teacher assumes responsibility for assigned duties. The teacher equitably contributes to duties at his/her school site.	The teacher assumes responsibility for assigned duties as well as unassigned, but needed support, at his/her school site.
Adheres to the rules and regulations of the school and District including the Collective Bargaining Agreement	The teacher maintains a conduct that is inconsistent with (a)the rules, regulations, policies, contracts and laws of the District and school. Time lines and auxiliary duties are often not met.	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 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 consistently utilizes sound judgment and integrity when applying the rules, regulations, policies, contracts and laws of the District, and school. The teacher consistently meets and encourages other staff members to adhere to expectations on time lines, and responsibility toward auxiliary duties.
Tactfully discusses issues with students, parents and colleagues	The teacher is rarely tactful with students, parents and colleagues.	The teacher is inconsistently tactful with students, parents and colleagues.	The teacher is consistently tactful with students, parents and colleagues.	The teacher is consistently tactful and is utilized as a support by other teachers to communicate with students, parents and/or colleagues

ADDENDUM K-C

MADERA UNIFIED SCHOOL DISTRICT

Counselor EVALUATION GUIDELINES

(Based on the California Standards for the Counseling Profession)

STANDARD #1: Engage, Advocate for and Support all Students in Learning

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Ensures all students are engaged in a system of support designed for learning and academic success	The counselor has not placed all students in a system of support designed for learning and academic success.	The counselor has placed most students in a system of support designed for learning and academic success based on student data.	The counselor has placed all students in a system of support designed for learning and academic success based on student data.	The counselor has placed all students in a system of support designed for learning and academic success and has verified the placement is appropriate. The counselor changes student placement in a system of support based on progress monitoring of the student.
Advocates for educational opportunity, equity and access for all students	The counselor notifies students or parent/guardians about range of educational options. The counselor does not address current and potential biases and discrimination in educational programs, services.	The counselor notifies students and parent/guardians about range of educational options. The counselor rarely address current and potential biases and discrimination in educational programs, services.	The counselor ensures that all students and parent/guardians are informed about and understands the full range of educational options. The counselor address current and potential biases and discrimination in educational programs, services, and systems that limit, impede, or block the highest educational attainment for all students.	The counselor ensures that all students and parent/guardians are informed about and understands the full range of educational options. The counselor address current and potential biases and discrimination in educational programs, services, and systems that limit, impede, or block the highest educational attainment for all students. The counselor acts as systems change agents to correct policies and practices that adversely affect student learning or that stratify learning opportunities.
Advocates for the learning and academic	The counselor is an ineffective communicator and	The counselor is inconsistent in communicator with	The counselor demonstrates effective communication skills and collaboration with teachers,	The counselor demonstrates effective communication skills and collaboration with teachers, parents, and community

success of all students	is disengaged with teachers, parents, and community stakeholders.	stakeholders and lacks parent engagement.	parents, and community stakeholders.	stakeholders. The counselor demonstrates a direct impact of these collaborative activities on students.
Identifies student problems in their earliest stages and implement prevention and intervention strategies	The counselor rarely identifies early signs and predictors of student learning problems. The counselor inconsistently works with others stakeholders to eliminate barriers to learning and achievements.	The counselor inconsistently identifies early signs and predictors of student learning problems. The counselor works with the teaching staff to help them eliminate barriers to learning and achievement and support high achievement for their students.	The counselor consistently identifies early signs and predictors of student learning problems for the majority of his/her students. The counselor works with teachers, parents/guardians, and family members to help them eliminate barriers to learning and achievement and support high achievement for their children.	The counselor consistently identifies early signs and predictors of student learning problems for each of his/her students. The counselor works with teachers, parents/guardians, and family members to help them eliminate barriers to learning and achievement and support high achievement for their children. The counselor develops and implements programs for students and parents/guardians to prevent learning problems and promote academic growth.

Standard 2: Plan, Implement and Evaluate programs to promote Academic, Career, Personal, and Social Development of all students

KEY ELEMENTS	Ineffective	Emerging	skilled	Distinguished
Demonstrate organizational skills	The counselor ineffectively manages time and task responsibilities	The counselor effectively manages time and task responsibilities and is knowledgeable of local, state, and national standards .	The counselor utilizes knowledge of local, state, and national standards and participates in developing student-support programs.	The counselor is involved in designing programs based on current research findings in a variety of fields related to student growth and development including nutrition, exercise, brain development, medical advances, technology, and others manage time and task responsibilities
Develops outcome-based programs	The counselor does not participate in the development of outcome-based programs	The counselor rarely participates in the development of outcome-based programs aligned with local, state and national standards.	The counselor is an active participant in the development of outcome-based programs aligned with local, state and national standards. The counselor is able to address student outcomes in	The counselor is an active participant in the development of outcome-based programs aligned with local, state and national standards and uses outside sources (family, community, work force) to expand programs. The counselor is

			personal, social, academic, and career development.	involved in the design and implementation of career-development programs that increase student knowledge of their skills, personality, interests, and values related to education and career choice, and promote life-long learning values.
Assesses program outcomes and analyze data	The counselor does not review data.	The counselor reviews data, but does not analyze to suggest program improvements.	The counselor reviews data, analyzes it and suggests program improvements.	The counselor reviews data, analyzes it and utilizes it to collaborate with stakeholders to enhance the program.
Demonstrates leadership in program development	The counselor does not demonstrate leadership in the counseling department.	The counselor inconsistently demonstrates leadership in the counseling department. May not always follow through appropriately.	The counselor demonstrates consistent and effective leadership in the counseling department. The counselor assumes leadership in identifying student needs, creating programs to address needs, and evaluating student outcomes.	The counselor demonstrates consistent and effective leadership in the counseling department, the school and the community in a way that directly benefits students and families. The counselor provides leadership to include students, families, and community resources in development and implementation of programs.

STANDARD 3: Utilize multiple sources of information to Monitor and Improve Student Behavior and Achievement

KEY ELEMENTS	Ineffective	Emerging	skilled	Distinguished
Assesses student characteristics and utilize the information to plan for individual student growth and achievement	The counselor does not assess the progress students are making The counselor does not use assessment to determine services that will address students' growth.	The counselor inconsistently assesses progress students are making in programs to address students' needs. The counselor sometimes uses assessments to determine services that will address students' growth and needs.	The counselor consistently assesses the progress students are making in programs The counselor uses assessment to determine appropriate school-wide services to address the needs of the student population.	The counselor consistently assesses students' progress in programs, using multiple measures and regularly consults with students, parents, and team members to discuss students' needs.. The counselor successfully assesses individual students' needs and differentiates services to address them.

Interprets and use student assessment data with students and parents/guardians in developing personal, academic, and career plans	The counselor develops student goals/plans independently.	The counselor occasionally collaborates with all stakeholders in the development of personal, academic, and career plans demonstrated by plan documentation	The counselor consistently collaborates with all stakeholders in the development of personal, academic, and career plans demonstrated by plan documentation	The counselor consistently collaborates with all stakeholders in the development of personal, academic, and career plans, asking for student reflection and self-assessment towards each plan as demonstrated by plan documentation
Monitors student personal, academic, and career progress	The counselor maintains inadequate data of student academic progress toward promotion and graduation.	The counselor maintains records of student academic progress toward promotion and graduation. The counselor monitors personal, academic, and career plans of students.	The counselor monitors personal, academic, and career plans of each student. The counselor maintains records of each student's academic progress toward promotion and graduation. The counselor provides students and their parents/guardians with current assessment data to monitor the progression of educational and career plans.	The counselor consistently monitors personal, academic, and career plans of each student. The counselor maintains records of each student 'academic progress toward promotion and graduation. The counselor provides students and their parents/guardians with current assessment data to monitor the progression of educational and career plans. The counselor also utilizes a student's documentation of reflection and self - assessment for monitoring their progress towards tier plan.

STANDARD 4: Collaborate and Coordinate with School and Community resources

KEY ELEMENTS	Ineffective	Emerging	skilled	Distinguished
Builds and maintain student support teams for student achievement	The counselor is not aware of all the districts programs and services designed to meet student developmental challenges	The counselor is inconsistently places students in programs and services designed to meet student developmental challenges and eliminate the achievement gap	The counselor appropriately places students in programs and services designed to meet student developmental challenges and eliminate the achievement gap.	The counselor is involved in evaluating, improving and creating programs and services designed to meet student developmental challenges and eliminate the achievement gap. The counselor consistently places students in appropriate programs to meet the specific needs of the students.

Provides consultation and education for teachers and parents	The counselor provides education for staff only.	The counselor provides minimal education for staff and parents	The counselor provides educational information and presentations for school staff and parents on academic, personal, social, and career development.	The counselor develops informational resources and also provides educational information and presentations for school staff, parents, and community members on academic, personal, social, and career development.
Develops working relationships within the school that include school staff members, parents, and community members	The counselor builds relationships with only one of the stakeholder groups.	The counselor builds relationships with at least two of the stakeholder groups.	The counselor builds effective relationships with all stakeholder groups.	The counselor builds ongoing collaborative relationships with all stakeholder groups.
Coordinates support from community agencies	The counselor does not provide parents and students information on community resources.	The counselor provides parents and students information on community resources.	The counselor refers parents and students to appropriate to community resources.	The counselor coordinates support from community businesses, industries, service clubs, agencies, and families to increase student academic achievement and work experiences.

STANDARD 5: Promote and Maintain a Safe Learning Environment for all students

KEY ELEMENTS	Ineffective	Emerging	skilled	Distinguished
Promotes a positive, safe and supportive learning environment	The counselor is not an active part in the positive school environment that promotes active school engagement. The counselor provides inconsistently	The counselor seldomly facilitates the development of a positive school environment that promotes active school engagement. The counselor provides	The counselor facilitates the development of a positive school environment that promotes active school engagement. The counselor helps students understand the relationship between rules, laws, safety, and the protection of individual rights. The counselor promotes school safety and the	The counselor is involved in the development of a positive school environment that promotes active school engagement. The counselor ensures that students understand the relationship between rules, laws, safety, and the protection of individual rights. The counselor is involved in the creation

	students with information regarding the rules, laws, safety, and individual rights.	students with information regarding the rules, laws, safety, and individual rights. The counselor promotes school safety The counselor is an advocate for the safety and well-being of all students.	reduction of verbal, emotional, psychological, and physical violence The counselor is an advocate for the safety and well-being of all students through prevention, intervention, and treatment.	of programs that ensure school safety and the reduction of verbal, emotional, psychological, and physical violence. The counselor aides in the creation of programs dealing with the safety and well-being of all students through prevention, intervention, and treatment.
Develops and implement programs that address the personal and social risk factors of students	The counselor is not a participant in the development and implementation of programs that address the personal and social risk factors of students.	The counselor is an active participant in the development and implementation of programs that address the personal and social risk factors of students.	In addition to being an active participant in the development and implementation of programs that address the personal and social risk factors of students The counselor can Identify and respond to individual students who display early warning signs of difficulty in school adjustment, interpersonal conflicts and/or personal problems.	The counselor is also able to effectively educate students, parents, staff members and the school community about the negative effects of verbal and physical abuse, gang activity, discrimination and stereotyping.
Develops and implement programs that reduce the incidence of school site violence	The counselor is not able to adhere to current site programs that reduce the incidence of school site violence.	The counselor is not a participant in the development and implementation of programs that reduce the incidence of school site violence.	The counselor is an active participant in the development and implementation of programs that reduce the incidence of school site violence.	The counselor leads administrators, teachers and other site personnel i in the development and modification of effective programs that reduce the incidence of school site violence.
Incorporates models of systemic	The counselor responds to individual students	The counselor Identifies and responds to individual students who	The counselor collaborates with others to provide programs that reduce student at-risk behaviors. The	The counselor is involved with the creation of programs that reduce student at-risk behaviors. The counselor Educates

school safety that address elements of prevention, intervention, and treatment into the school system	who display early warning signs of difficulty in school adjustment, interpersonal conflicts and/or personal problems.	display early warning signs of difficulty in school adjustment, interpersonal conflicts and/or personal problems.	counselor Identifies and responds to individual students who display early warning signs of difficulty in school adjustment, interpersonal conflicts and/or personal problems.	students, parents, staff members and the school community about the negative effects of verbal and physical abuse, gang activity, discrimination and stereotyping.
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STANDARD 6: Develop as a Professional School Counselor

KEY ELEMENTS	Ineffective	Emerging	skilled	Distinguished
Establishes professional goals and pursue opportunities to improve	The counselor does not pursue opportunities to acquire new knowledge and skills and rarely participates in the professional learning community.	The counselor infrequently or indiscriminately pursues opportunities to acquire new knowledge and skills and rarely participates in the professional learning community.	The counselor pursues applicable opportunities to acquire knowledge and enhance skills and participates in the professional learning community	The counselor pursues applicable opportunities to acquire knowledge and enhance skills He/She is an active participant in one or more professional learning communities or networks.
Models effective practices and continuous progress in school counseling	The counselor is not reflective of their practices as a school counselor.	The counselor analyzes counseling activities with regard to their impact on student learning.	The counselor identifies successes and challenges and assess growth as a school counselor over time.	The counselor reflects on professional practices, analyzes personal progress as a school counselor, and plans professional development for professional growth.
Adheres to professional codes of ethics, legal mandates, and district policies	The counselor exhibits a lack of professional and/or ethical behavior. The counselor does not follow all district policies.	The counselor exhibits limited professional and/or ethical behavior. He/She is aware of legal mandates and usually follows district policies.	The counselor consistently models professional and ethical conduct. Always adheres to legal mandates and district policies.	The counselor is a professional role model for others. Always adheres to legal mandates and district policies. Contributes to editing and/or creating district policies.

ADDENDUM KL

MADERA UNIFIED SCHOOL DISTRICT TEACHER LIBRARIAN EVALUATION GUIDELINES

(Based on the California Standards for Teaching Profession and the Model School Library Standards for California)

STANDARD #1: COLLABORATIVE TEACHER: TEACHER LIBRARIAN SUPPORTS STUDENT LEARNING AND INQUIRY PROCESS.

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Collaborates with teachers to engage students in inquiry-based learning experiences and instructional units.	The Teacher Librarian rarely collaborates with teachers in designing, planning and implementing meaningful activities for students.	The Teacher Librarian seldom collaborates with teachers in designing, planning and implementing meaningful activities for students.	The Teacher Librarian, often, but not always, collaborates with teachers in designing, planning and implementing meaningful activities for students.	The Teacher Librarian consistently collaborates with teachers in designing, planning and implementing meaningful activities for students.
Works with teachers to provide instructional support for student learning.	The Teacher Librarian seldom or never displays knowledge of the curriculum, resources, various literacies and the research process.	The Teacher Librarian occasionally displays knowledge of the curriculum, resources, various literacies and the research process.	The Teacher Librarian often, but not always, displays some knowledge of the curriculum, resources, various literacies and the research process.	The Teacher Librarian consistently displays extensive knowledge of the curriculum, resources, various literacies and the research process.
Ensures learners and educators have access throughout the school day by demonstrating flexibility and responsiveness.	The Teacher Librarian is seldom or never available to assist students and teachers.	The Teacher Librarian is occasionally available to assist students and teachers with access to resources.	The Teacher Librarian is often available to assist students and teachers with access to resources.	The Teacher Librarian consistently is available and assists students and teachers with access to resources.
Assist students to locate information and utilize technology to answer a question, solve a problem, or enrich information.	The Teacher Librarian rarely or never assists students to locate information, utilize technology, solve problems or enrich the information.	The Teacher Librarian is occasionally helpful when assisting students locate information and utilize technology, however, does not help students solve problems or enrich the information.	The Teacher Librarian will usually, but not always, help students locate information and utilize technology when necessary. The Teacher Librarian will occasionally help students solve problems or enrich information.	The Teacher Librarian consistently interacts with students and guides them to locate information, assists with technology, answers questions and guides them to a deeper understanding of the topic.

STANDARD #2: PROGRAM MANAGER: TEACHER LIBRARIAN DEMONSTRATES AN UNDERSTANDING OF, AND COMMITMENT TO, INCLUSIVENESS AND RESPECT FOR DIVERSITY IN THE LEARNING COMMUNITY.

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Creates an environment and selects resources that promote student learning while reflecting diversity.	The Teacher Librarian rarely or never selects any resources appropriate for the student population which reflect a variety of issues, viewpoints and interests.	The Teacher Librarian occasionally selects the minimal number of resources appropriate for the student population which reflect a variety of issues, viewpoints and interests.	The Teacher Librarian frequently selects good resources appropriate for the student population which reflect a variety of issues, viewpoints and interests.	The Teacher Librarian consistently selects excellent resources appropriate for the student population which reflect a variety of issues, viewpoints and interests.
Establishes a climate that promotes fairness and respect.	The Teacher Librarian rarely or never demonstrates fairness and respect for students and staff, and does not praise or offer positive reinforcement.	The Teacher Librarian seldom demonstrates fairness and respect for students and staff and rarely uses praise and positive reinforcement.	The Teacher Librarian, frequently, but not always, demonstrates fairness and respect for students and staff, and frequently uses praise and positive reinforcement.	The Teacher Librarian consistently demonstrates fairness and respect for students and staff and consistently uses praise and positive reinforcement.
Ensures equitable physical access, accessible before, during and after school hours.	The Teacher Librarian rarely or never is available to provide physical access to the library or any resources.	The Teacher Librarian seldom provides equitable physical access to the library or resources anytime throughout the day.	The Teacher Librarian frequently, but does not always, provides equitable physical access before, during or after school hours.	The Teacher Librarian consistently provides equitable physical access before, during and after school hours.
Establishes and maintains a safe learning environment and standards for student behavior.	The Teacher Librarian rarely or never demonstrates respect for students and staff and does not maintain a safe and inviting learning environment.	The Teacher Librarian seldom demonstrates respect for students and staff and occasionally maintains a safe and inviting learning environment.	The Teacher Librarian frequently, but not always, demonstrates respect for students and staff and maintains a safe and inviting learning environment.	The Teacher Librarian consistently demonstrates respect for students and staff and always maintains a safe and inviting learning environment.
Plans and implements library procedures and routines that support student learning.	The Teacher Librarian rarely or never establishes and communicates clear standards of conduct, monitors student behavior or	The Teacher Librarian occasionally establishes and communicates clear standards of conduct, monitors student behavior,	The Teacher Librarian frequently, but not always, establishes and communicates clear standards of conduct,	The Teacher Librarian consistently establishes and communicates clear standards of conduct, consistently monitors student

	respond to student misbehavior in ways that are appropriate.	and responds to student misbehavior in ways that are appropriate.	monitors student behavior, and responds to student misbehavior in ways that are appropriate.	behavior, and responds to student misbehavior in ways that are appropriate.
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STANDARD #3: DESIGNER OF COLLABORATIVE SPACES: TEACHER LIBRARIAN PROVIDES FLEXIBLE SPACES THAT PROMOTE INQUIRY, CREATIVITY, COLLABORATION, AND SCHOOL COMMUNITY.

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Advocates for literacy as a part of the school culture.	The Teacher Librarian rarely advocates for literacy as part of the school culture.	The Teacher Librarian partially advocates for literacy as a part of the school culture.	The Teacher Librarian efficiently advocates for literacy as part of the school culture.	The Teacher Librarian consistently advocates for literacy as part of the school culture.
Provides an environment of collaboration, innovation and creative problem-solving.	The Teacher Librarian rarely maintains an inviting, flexible and attractive environment that encourages collaboration, innovation and creative problem-solving.	The Teacher Librarian seldom maintains an inviting, flexible and attractive environment that encourages collaboration, innovation and creative problem-solving.	The Teacher Librarian maintains an inviting, flexible and attractive environment that encourages collaboration, innovation and creative problem-solving most of the time.	The Teacher Librarian consistently maintains an inviting, flexible and attractive environment that encourages collaboration, innovation and creative problem-solving.
Serves on decision-making teams to promote school improvement.	The Teacher Librarian rarely contributes on a decision-making team to promote school improvement.	The Teacher Librarian contributes some of the time on a decision-making team to promote school improvement.	The Teacher Librarian contributes most of the time on a decision-making team to promote school improvement.	The Teacher Librarian consistently contributes on decision-making teams to promote school improvement.
Advocates for library programs.	The Teacher Librarian rarely advocates for library programs.	The Teacher Librarian partially advocates for library programs.	The Teacher Librarian advocates for library programs most of the time.	The Teacher Librarian consistently advocates for library programs.
Maintains and updates library policies and procedures.	The Teacher Librarian rarely maintains and updates library policies and procedures	The Teacher Librarian maintains and updates library policies and procedures some of the time.	The Teacher Librarian demonstrates an understanding of how to maintain and update library policies and procedures.	The Teacher Librarian consistently maintains and updates library policies and procedures.

STANDARD #4: COLLECTION MANAGER: THE TEACHER LIBRARIAN DEVELOPS A LIBRARY COLLECTION OF RESOURCES THAT ALIGNS WITH THE NEEDS OF THE STUDENTS, STAFF, AND THE CURRICULUM.

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Develops and maintains a diverse collection of print and digital resources appropriate for curriculum and multiple learning experiences for all learners.	The Teacher Librarian rarely acknowledges and respects school diversity; rarely connects learning resources to a variety of cultures; rarely maintains a balanced collection that represents diverse points of view and cultures.	The Teacher Librarian seldom acknowledges and respects school diversity; seldom connects learning resources to a variety of cultures; seldom maintains a balanced collection that represents diverse points of view and cultures.	The Teacher Librarian often acknowledges and respects school diversity; often connects learning resources to a variety of cultures; often maintains a balanced collection that represents diverse points of view and cultures.	The Teacher Librarian consistently acknowledges and respects school diversity; consistently connects learning resources to a variety of cultures; consistently maintains a balanced collection that represents diverse points of view and cultures.
Manages access to a variety of digital resources selected and vetted per student/teacher needs.	The Teacher Librarian rarely guides students to digital resources that relate to content, prior knowledge and life experiences, based on extensive knowledge of appropriate materials.	The Teacher Librarian seldom guides students to digital resources that relate to content, prior knowledge and life experiences, based on extensive knowledge of appropriate materials.	The Teacher Librarian often guides students to digital resources that relate to content, prior knowledge and life experiences, based on extensive knowledge of appropriate materials.	The Teacher Librarian consistently guides students to digital resources that relate to content, prior knowledge and life experiences, based on extensive knowledge of appropriate materials.
Coordinates the use of a variety of educational resources, including literature and informational technologies, into the school's curriculum.	The Teacher Librarian rarely uses technology and a variety of educational resources to demonstrate and model productive ways to use the resources and tools in the library and in virtual environments.	The Teacher Librarian seldom uses technology and a variety of educational resources to demonstrate and model productive ways to use the resources and tools in the library and in virtual environments.	The Teacher Librarian often uses technology and a variety of educational resources to demonstrate and model productive ways to use the resources and tools in the library and in virtual environments.	The Teacher Librarian consistently uses technology and a variety of educational resources to demonstrate and model productive ways to use the resources and tools in the library and in virtual (remote) environments.
Develops and implements procedures for the removal of outdated or damaged materials.	The Teacher Librarian rarely, if at all, assesses the collection, weeds the collection, or solicits input from stakeholders prior to purchase of resources.	The Teacher Librarian seldom assesses the collection, weeds the collection, or solicits input from stakeholders prior to purchase of resources.	The Teacher Librarian often, but not always, assesses the collection, purchases new resources, and weeds the collection to keep holdings current and meet the needs of the changing students and instructional needs.	The Teacher Librarian consistently assesses the collection, purchases new resources, and weeds the collection to keep holdings current and meet the needs of the changing student and instructional needs.

STANDARDS #5: INFORMATION SPECIALIST: TEACHER LIBRARIAN DEMONSTRATES AND PROMOTES A SAFE, LEGAL AND ETHICAL SHARING OF INFORMATION.

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Supports the ethical use of information, including copyright laws, fair use, intellectual property, privacy and ethical online behavior (digital citizenship).	The Teacher Librarian rarely or never instructs or informs students and staff about the necessity of copyright laws, fair use, intellectual property or digital citizenship.	The Teacher Librarian seldom or occasionally instructs or informs students and staff about copyright laws, fair use, intellectual property or digital citizenship.	The Teacher Librarian frequently, but not always, instructs or informs students and staff about copyright laws, fair use, intellectual property or digital citizenship.	The Teacher Librarian consistently instructs and informs students and staff about copyright laws, fair use policies, intellectual property and digital citizenship.
Demonstrates a commitment to intellectual freedom.	The Teacher Librarian rarely or never upholds a commitment to intellectual freedom, encouraging and instructing students and staff on all aspects of information access without restriction and multiple points of view.	The Teacher Librarian seldom or occasionally upholds a commitment to intellectual freedom, encouraging and instructing students and staff on all aspects of information access without restriction and multiple points of view.	The Teacher Librarian frequently, but not always, upholds a commitment to intellectual freedom, encouraging and instructing students and staff on all aspects of information access without restriction and multiple points of view.	The Teacher Librarian consistently upholds a commitment to intellectual freedom, encouraging and instructing students and staff on all aspects of information access without restriction and multiple points of view.
Models effective digital literacy and information literacy skills.	The Teacher Librarian rarely or never models knowledge and use of digital platforms available to access and communicate information. The Teacher Librarian rarely or never models the knowledge and ability to access, use and evaluate information accurately and effectively.	The Teacher Librarian occasionally models knowledge and use of digital platforms available to access and communicate information. The Teacher Librarian seldom or occasionally models the knowledge and ability to access, use and evaluate information accurately and effectively.	The Teacher Librarian frequently, but not always, models knowledge and use of digital platforms available to access and communicate information. The Teacher Librarian frequently, but not always, models the knowledge and ability to access, use and evaluate information accurately and effectively.	The Teacher Librarian consistently models knowledge and use of digital platforms available to access and communicate information. The Teacher Librarian consistently models the knowledge and ability to access, use and evaluate information accurately and effectively.
Provides students and educators with learning opportunities related to technology and use of resources.	The Teacher Librarian rarely or never instructs and encourages students and educators in the use of technology and use of resources.	The Teacher Librarian occasionally instructs and encourages students and educators in the use of technology and use of resources.	The Teacher Librarian frequently, but not always, instructs and encourages students and educators in the use of technology and use of resources.	The Teacher Librarian consistently instructs and encourages students and educators in the use of technology and use of resources.

STANDARD #6: DEVELOP AS A PROFESSIONAL EDUCATOR.

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
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Reflects on teaching practice in support of student learning.	The Teacher Librarian is aware of the need to reflect on teaching practice to support student learning, however rarely or never reflects individually or with colleagues on immediate student learning needs.	The Teacher Librarian begins to engage in reflection on teaching practice individually and with colleagues that is focused on methods to support the full range of learners.	The Teacher Librarian engages in reflection individually and with colleagues on the relationship between making adjustments in teaching practice and impact on the full range of learners.	The Teacher Librarian continuously reflects practice individually and with colleagues in supporting student learning and raising the level of academic achievement.
Establishes professional goals and pursues opportunities to grow professionally.	The Teacher Librarian does not develop goals for the purpose of the Teacher Librarian evaluation process.	The Teacher Librarian's professional goals are established. The Teacher Librarian seeks opportunities for knowledge and skills.	The Teacher Librarian develops and refines professional goals. Seeks opportunities for professional growth and development. The Teacher Librarian participates in the professional community.	The Teacher Librarian develops and refines professional goals to impact student learning. Seeks opportunities for enhanced professional growth and development. The Teacher Librarian actively participates in the professional community.
Collaborates with colleagues and the broader professional community to support teacher and student learning.	The Teacher Librarian rarely attends staff, grade level, department, and other required meetings and collaborations, and rarely or never participates.	The Teacher Librarian consults with colleagues to consider how best to support teacher and student learning.	The Teacher Librarian collaborates with colleagues to improve student learning and reflect on teaching practice at the classroom level.	The Teacher Librarian collaborates with colleagues to expand impact on instructional practice and student achievement at classroom and school level.
Works with families to support student learning.	The Teacher Librarian is aware of the role of the family in student learning and the need for interactions with families.	The Teacher Librarian acknowledges the importance of the family's role in student learning, seeks information about families represented in the school, but seldom initiates communication and collaboration between the home and school	The Teacher Librarian respects and values all students' families and consistently communicates to support learning and collaboration between the home and school.	The Teacher Librarian provides opportunities and support for families to actively participate in the student's learning and communicates to families in ways which show understanding of and respect for cultural norms.
Manages professional responsibilities to maintain motivation and commitment to all students	The Teacher Librarian develops an understanding of professional responsibilities.	The Teacher Librarian maintains professional responsibilities in timely ways and seeks support as needed.	The Teacher Librarian anticipates professional responsibilities and manages time and effort required to meet expectations.	The Teacher Librarian models professionalism and supports colleagues in meeting and exceeding professional responsibilities effectively.

STANDARD #7: PROFESSIONAL BEHAVIOR

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Assumes responsibilities for assigned duties.	The Teacher Librarian inconsistently assumes responsibility for assigned duties.	The Teacher Librarian assumes responsibility for assigned duties.	The Teacher Librarian frequently assumes responsibility for assigned duties, and equitably contributes in ways that benefit his/her school site.	The Teacher Librarian consistently assumes responsibility for assigned duties as well as unassigned, and contributes in ways that benefit his/her school site.
Adheres to the rules and regulations of the school and District including the Collective Bargaining Agreement.	The Teacher Librarian maintains a conduct that is inconsistent with (a)the rules, regulations, policies, contracts and laws of the district and school. Time lines and auxiliary duties are often not met.	The Teacher Librarian inconsistently utilizes sound judgment and integrity when applying the rules, regulations, policies, contracts and laws of the district, and school. The Teacher Librarian inconsistently meets expectations on timelines, and responsibilities toward auxiliary duties.	The Teacher Librarian frequently utilizes sound judgment and integrity when applying the rules, regulations, policies, contracts and laws of the district, and school. The Teacher Librarian consistently meets expectations on timelines, and responsibilities toward auxiliary duties.	The Teacher Librarian consistently utilizes sound judgment and integrity when applying the rules, regulations, policies, contracts and laws of the district, and school. The Teacher Librarian consistently meets and encourages other staff members to adhere to expectations on timelines, and responsibilities toward auxiliary duties.
Tactfully discusses issues with students, parents and colleagues.	The Teacher Librarian is rarely tactful with students, parents and colleagues.	The Teacher Librarian is inconsistently tactful with students, parents and colleagues.	The Teacher Librarian is consistently tactful with students, parents and colleagues.	The Teacher Librarian is consistently tactful and is utilized as a support by other teachers to communicate with students, parents and/or colleagues.

ADDENDUM KP
MADERA UNIFIED SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST EVALUATION GUIDELINES
 (Based on the NASP Domains of Practice for School Psychologists)

Domain 1: Data-Based Decision Making

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
School psychologists	The school psychologist demonstrates no or minimal knowledge of assessment instruments and does not vary the assessment used based on the student's individual needs. Uses limited data sources in the assessment process. The results of the assessment may not be clearly defined and recommendations may be vague, and may not be specific to the student and may not be able to be implemented. Assessment reports may not be tailored to the areas of assessment.	The school psychologist has limited knowledge of assessment instruments. Does not vary assessment instruments based on the profile of the student (English learner, African American, etc.). Uses minimal data sources in the assessment process. Conducts assessments only in the suspected area of disability that the parent has expressed concern in. Minimally follows departmental guidelines in regards to assessment procedures. The results of assessment may not be clearly defined and only of some recommendations may be specific to the student. Assessment reports are sometimes tailored to the areas of assessment.	The school psychologist has knowledge of a variety of valid and reliable assessments. Assessment instruments are varied based on the profile of the student. Uses multiple data sources in the assessment process including state, district, classroom assessments, parent interviews, teacher interviews, and observations. Collaborates with the parent and staff to identify the suspected disability of the student. Follows department guidelines in regard to assessment procedures. Results of assessment are clearly defined, specific to the student and recommendations are clearly implementable. Assessment reports are clearly tailored to the areas of assessment.	The School psychologist provides support to teachers and support staff in collecting, analyzing, and interpreting universal screening and progress monitoring data to inform decision making prior to assessment referral. The school psychologist has extensive knowledge of valid and reliable assessments. Utilizes multiple assessment instruments based on the profile of the student to determine if assessment results are consistent. Uses multiple data sources to compare growth/regression over time including state, district, classroom assessments, parent interviews and multiple teacher interviews. Follows department guidelines in regard to assessment procedures. Revises assessment plan based on assessment procedures and communication with a parent if other suspected disabilities surface whether or not the parent has expressed concern in the area of suspected disability. Assessment reports are tailored to the specific areas of assessment, results are clearly defined, specific to the student and recommendations are clearly implementable.
Use assessment data to understand students' problems and implement evidence-based instructional, mental, and behavioral health services and for	The school psychologist does not use data to address student behavior. The school psychologist does not collaborate with school personnel regarding behavior and does not provide support for student behavior.	The school psychologist uses limited data to address student behavior. The psychologists collaborates infrequently with school personnel to address student behavior. The psychologist inconsistently implements behavioral/mental	The school psychologist uses multiple data sources including observation to identify the reason for a student's behavior. The school psychologist communicates and collaborates frequently with school personnel to address and monitor student	The school psychologist uses multiple data sources including direct observations in different environments to identify the reason for a student's behavior. The school psychologist collaborates consistently with school personnel and with the student's parents to address and monitor the student's

measuring progress and outcomes within a multitiered system of supports.		health services.	behavior. The school psychologist consistently implements behavior/mental health services to effectively manage student behavior.	behavior. The school psychologist implements behavioral/mental health services to address and monitor student behavior and changes the services based on the improvement of the student's behavior.
School psychologists systematically collect data from multiple sources as a foundation for decision making at the individual, group, and systems levels.	The school psychologist rarely adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students.	The school psychologist adapts instructional services, plans communication and assessments to make curriculum/support to all students.	The psychologist, based on assessment data and research on effective interventions and supports, consistently adapts and improves instruction, supports that are accessible to all students.	The psychologist, individually and with colleagues, consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/support accessible to all students and is able to model this element.

Domain 2: Consultation and Collaboration

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
School psychologists understand varied models and strategies of consultation and collaboration applicable to individuals, families, groups, and systems, as well as methods to promote effective implementation of services.	The school psychologist rarely utilizes input from staff, students, and families. Knowledge of student needs and interests does not drive recommendations. The school psychologist has limited approaches to his/her repertoire to address the adverse needs of students.	The school psychologist responds reluctantly to staff, students, and families' input and makes minor changes in response to student needs.	The school psychologist effectively communicates information verbally and in writing for diverse audiences and makes changes needed in response to staff, students, families, and community input and demonstrates flexibility and adaptability to student needs. Has a variety of approaches within his/her repertoire to address the diverse needs of students and recommendations are driven by student's needs and interests.	The school psychologist responds to staff, students, families, and community input and uses a consultative problem-solving approach to proactively anticipate students' needs. Collaboratively seeks ways to improve the responsiveness of the school-wide environment in regards to student's needs. Has an expansive knowledge of approaches within his/her repertoire to address the diverse needs of students and recommendations are driven by student's needs and interests.
Demonstrate skills to consult, collaborate, and communicate effectively with others.	The school psychologist is limited with collaborating with colleagues. Conversations often lack focus on student performance and/or development. Rarely participates in school committees or does so only when asked. Makes decisions without considering the viewpoints of others.	The school psychologist minimally collaborates with colleagues in ways which create and maintain a multitiered continuum of services to support the attainment of student and school goals. May participate in school committees but does not give input which can be implemented in the classroom or school-wide. Considers the viewpoints of others when making	The school psychologist consistently and effectively collaborates with colleagues through shared planning and/or informal conversations to create and maintain a multitiered continuum of services to analyze student performance and plan appropriate interventions, which will support each students' attainment of academic, social,	The school psychologist facilitates effective collaboration with and among colleagues through shared planning and/or informal conversations to create and maintain a multitiered continuum of services to analyze student performance and plan appropriate interventions, which will support each students' attainment of academic, social, emotional, and behavioral goals at both the classroom and school level. Leads or

		decisions.	and behavioral goals at both the classroom and school levels. Participates in school committees and gives input that can be implemented in the classroom or school-wide.	participates in school committees and gives input that can be implemented in the classroom or school-wide. Provides support in the classroom and/or other school environments and are able to model and teach this element. Carefully considers the viewpoints of all parties involved when making decisions.
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Domain 3: Academic Interventions and Instructional Supports

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
School psychologists, in collaboration with others, use assessment and data collection methods to implement and evaluate services that support academic skill development.	The school psychologist minimally works with other school personnel to develop and evidence-based instructional strategies that will improve engagement, learning, and student performance.	The school psychologist works with school personnel to develop and evaluate instructional strategies which motivate and engage students with their learning and performance.	The school psychologist consistently works with school personnel to develop and evaluate instructional strategies that motivate and engage students with their learning and performance. Observes in the classroom or other school environments to provide suggestions on how to adapt strategies to increase student achievement.	The school psychologist consistently works with school personnel to develop, and evaluate instructional strategies that motivate and engage students with their learning and performance. Observes in the classroom and other school environments, collaborates with personnel and models how to adjust strategies to increase student achievement.
Understands the biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence based curricula and instructional strategies.	The school psychologist demonstrates little knowledge of child and adolescent development. Recommends supports which consequently do not adequately address intended outcomes.	The school psychologist demonstrates general knowledge of child and adolescent development but does not apply this knowledge when recommending supports or strategies for students.	The school psychologist demonstrates knowledge of student developmental levels and the different ways that students learn or behave and applies this knowledge by proposing and collaborating with personnel in the implementation of appropriate supports and strategies for students.	The school psychologist demonstrates knowledge of students developmental levels and the different ways that students learn or behave and applies this knowledge by proposing and collaborating with personnel in the implementation of appropriate supports and strategies that prove effective in enabling students to make significant progress towards meeting stated outcomes.

Domain 4: Mental and Behavioral Health Services and Interventions

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
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<p>Use systematic decision-making to consider the antecedents, consequences, functions, and causes of behavioral difficulties.</p>	<p>The school psychologist collects data from limited sources regarding antecedents, consequences, functions, and causes student behavior. The school psychologist will develop or help develop a behavior plan. The school psychologist does not follow up with the classroom teacher or other school personnel to ensure the behavior plan is implementable and does not provide support for adjustment as needed.</p>	<p>The school psychologist collects data from multiple sources to identify antecedents, consequences, functions, and causes of student behavior. The school psychologist uses data to assist in developing behavior plans. The school psychologist follows up with classroom teachers or other site personnel to ensure the plan is implementable and also provides support for adjustments as needed.</p>	<p>The school psychologist works collaboratively with classroom teachers and other personnel including parents to collect data, across multiple sources used to identify antecedents, consequences, functions, and causes of student behavior. Presents the information in a manner that is easily understood by staff and parents. Assists or develops behavior plan(s) that can be implemented by the appropriate personnel. Follows-up with appropriate school personnel to ensure behavior plans are being implemented, data is being collected, and the plan is adjusted as appropriate.</p>	<p>The school psychologist will provide ongoing professional development, as applicable, to staff on student behavior. Incorporates the site's school-wide behavior system into the professional development and will guide staff on how to identify the antecedents, consequences, functions, and causes of the student's behavior. Assist or develop a behavior plan(s) that can be implemented by the appropriate personnel. Follows-up with the appropriate school personnel to ensure that the behavior plan is being implemented, data is being collected, and that the plan is adjusted as appropriate. Teaches and models how to implement behavior plans. Work with parents to help implement positive behavior supports that can be used at school in and in the home.</p>
<p>Collaborate with others in the design, implementation, and evaluation of services that promote resilience and positive behavior, support socialization, and adaptive skills, and enhance mental and behavioral health.</p>	<p>The school psychologist rarely establishes clear or consistent standards of conduct when working with individuals and groups. Provides little/no assistance to school personnel at the systems and individual level relative to the implementation of positive behavioral support strategies and/or a continuum of mental health services.</p>	<p>The school psychologist collaborates with school personnel to develop and establish consistent standards for providing individual and/or group counseling. Assists school personnel to develop intervention plans.</p>	<p>The school psychologist uses data to evaluate implementation and outcomes of mental and behavioral health interventions. Works collaboratively with other school personnel including classroom teachers and/or school counselors to develop and implement behavior change programs. Provides individual and/or group counseling based on student needs. Provides support to classroom teachers with the implementation of behavior plans, collecting data, interpreting data, and making adjustments to the plans as needed.</p>	<p>The school psychologist seeks to maximize intervention acceptability and fidelity during development, implementation, and evaluation of mental and behavioral health interventions. Works collaboratively with other school personnel including the classroom teacher and/or school counselor to develop and implement behavior change programs. Provide individual and/or group counseling based on student needs. Collaborative works with the classroom teacher with the implementation of behavior plans, collecting data, interpreting data, and making adjustments to the plans as needed. Collaborates with outside agencies to ensure that services are consistent across settings including working with families to reinforce positive behaviors in the home.</p>

Domain 5: School-Wide Practices to Promote Learning

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Understand systems, structures, organization and theory; general and special education programming; implementation science; and evidence-based school-wide practices that promote learning, positive behavior, and mental health.	The school psychologist minimally reinforces schoolwide behavior and learning expectations for all students and/or makes a minimal contribution to student learning by rarely sharing responsibility for meeting students needs.	The school psychologist within and beyond the classroom sometimes reinforces schoolwide behavior and learning expectations for all students, and-sometimes contributes to the students learning by sharing responsibility for meeting students needs.	The school psychologist within and beyond the classroom reinforces school-wide behavior and learning expectations for all students and contributes to student learning by sharing responsibility for meeting student needs. Collaboratively works with parents to reinforce instructional/behavior practices across settings. Schedules and/or attends transition meetings which will allow the student to successfully transition to the next school site.	The school psychologist individually and with colleagues develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Conducts and/or participates in parent training to build consistency and reinforce home-school instructional behavior practices across settings. Schedules and/or attends transition meetings that will allow the student to successfully transition to the next school site and follows up with the next school site and/or student to ensure a successful transition.
Collaborate with other school personnel to create and maintain a multitiered continuum of services to support academic, social, emotional, and behavioral goals for students.	The school psychologist participates in planning and decision making at the school, department, and/or grade level when asked and minimally demonstrates knowledge of relevant evidence-based interventions and programs.	The school psychologist may participate in planning and decision making at the school, department, and/or grade level and sometimes applies knowledge of evidence-based interventions and programs.	The school psychologist participates in universal screening procedures and applies knowledge of evidence-based interventions in the planning and development of existing or new school-based programs and services.	The school psychologist participates in designing and implementing universal screening procedures and uses data in the evaluation of existing programs and services while using knowledge of evidence-based interventions to plan, develop and facilitate the creation of new programs and services.

Domain 6: Services to Promote Safe and Supportive Schools

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Understand principles and research related to social emotional well-being, resilience, and risk factors in learning, mental and behavioral health and evidence-based strategies for creating safe and supportive schools.	The school psychologist is unaware or not invested in the culture and climate of the school. Makes little or no attempt to establish a culture for a positive mental health school environment. Demonstrates a lack of knowledge and involvement in school-wide/tiered social/emotional/behavioral and academic supports and interventions. Does not participate in and doesn't have knowledge of the planning	The school psychologist has limited knowledge or commitment in supporting the culture and climate of the school. Inconsistently promotes a culture for a positive mental health school environment. Has limited knowledge of school-wide tiered social/emotional/behavioral and academic supports and interventions. Participates, when required in school-wide	The school psychologist consistently promotes a culture for positive mental health and actively works to support the culture and climate of the school. Demonstrates knowledge of school-wide tiered social/emotional/behavioral and academic supports and interventions. Participates in school-wide committees, leadership teams, or problem-	The school psychologist models and promotes a culture for positive mental health and shows commitment and works to support and enhance the culture and climate of the school. Demonstrates a vast knowledge of school-wide tiered social-emotional/behavioral and academic supports and interventions. Leads school-wide committees, leadership teams or problem solving teams. Is involved and demonstrates knowledge

	and/or implementation of Tier 1 social/emotional/behavioral and academic interventions.	committees, leadership teams or problem solving teams. Has limited participation in or demonstrates limited knowledge of the planning and/or implementation of Tier 1 social/emotional/behavioral and academic interventions.	solving teams. Is involved and demonstrates knowledge of the planning and implementation of Tier 1 social/emotional/behavioral and academic interventions. Provides site training such as CPI or other nonviolent crisis intervention training designed to teach best practices for managing difficult situations and disruptive behaviors.	of the planning and implementation of Tier 1 social-emotional/behavioral and academic interventions. Collaborates with school personnel, observes, and provides support within the classroom or other school environments. Provides site and district training such as CPI or other nonviolent crisis intervention training designed to teach best practices for managing difficult situations and disruptive behaviors.
In collaboration with others, promote preventive and responsive services that enhance learning, mental and behavioral health, and psychological and physical safety and implement effective crisis prevention, protection mitigation, response and recovery.	The school psychologist is a member of the school crisis response team (CRT).	The school psychologist is a member of the CRT team and uses data-based decision making methods, problem solving strategies, consultation, collaboration and direct services in the context of crisis prevention.	The school psychologist is a member of the CRT team and follows the appropriate risk/threat assessment procedures. Based on the outcome of the risk/threat assessment, in collaboration with others, develops an appropriate safety plan. Assists families in accessing appropriate community-based supports and programs as additional prevention or intervention strategies. Collaboratively promotes preventive and responsive services that enhance learning and mental and behavioral health.	The school psychologist is a member of the CRT team and follows the appropriate risk/threat assessment procedures. Based on the outcome of the risk/threat assessment, in collaboration with others develops an appropriate safety plan. Assists families in accessing appropriate community-based supports and programs as additional prevention or intervention strategies. Acts as a liaison and/or collaborator between the school and community-based support or program. Provides competent mental health support during and after crisis situations

Domain 7: Family, School and Community Collaboration

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Understands principles and research related to family systems, strengths, needs and cultures; uses evidence-based strategies to develop collaboration between families and schools.	The school psychologist minimally communicates with families except through required reports and minimally solicits or responds promptly to communications from families.	The school psychologist relies primarily on sharing general information and announcements with families through one-way media and sometimes solicits parent feedback in decision making about their child(ren).	The school psychologist regularly uses two-way communication with families about student learning, behavior, and wellness and regularly solicits parent input and feedback in decision making about their child(ren).	The school psychologist regularly communicates with and seeks collaborative input from parents for supporting student learning and development at school and at home.
In collaboration with others, design, implement	The school psychologist minimally communicates with parents on ways	The school psychologist sends home occasional suggestions on	The school psychologist regularly communicates and seeks	The school psychologist uses evidence based strategies to design,

and evaluate services that respond to culture and context and facilitate family and school partnerships and interactions with community agencies to enhance academic and social-behavioral outcomes for students.	to support learning and development at home.	how parents can support learning and development at home. The school psychologists may give parent information on community agencies but does not always follow-up with parents.	collaborative input from parents to create, share and/or identify strategies for supportive learning at school and at home. The school psychologist assists parents with locating/contacting community agencies that will help with the advancement of academic and social-behavioral outcomes.	implement, and evaluate effective policies and practices. Regularly communicates with and seeks collaborative input from parents to share and/or identify strategies for supporting learning at school and at home, successfully encourages families to use the identified strategies, and seeks out evidence of their impact. The school psychologist assists, and follows-up with parents with locating/contacting community agencies that will help with the advancement of academic and social-behavioral outcomes.
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Domain 8: Equitable Practices for Diverse Student Populations

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Applies understanding of the influence of culture, background, and individual learner characteristics when designing and implementing interventions and through the evaluation process of English Learners.	The school psychologist assesses student learning, behavior and development using a limited and unvarying set of assessment methods without consideration of student differences in culture, language, level of functioning, and referral concerns.	The school psychologist assesses student learning, behavior, and development using a limited repertoire of assessment methods, without full consideration of student difference in culture, language, level of functioning and referral concerns.	The school psychologist strategically selects from a variety of assessment methods to assess student learning, behavior and development to account for culture, language, level of functioning and referral concern. Uses multiple sources of data including language of instruction, language in home, ELD intervention, state and district assessments when determining if a student who is an English Learner qualifies for special education services. In the assessment process, language dominance is established, non-biased assessments are used, a performance comparison of other students who are EL is utilized and district protocols for assessment of English learners are followed.	The school psychologist strategically selects from a variety of assessment tools to assess student learning, behavior and development to account for student differences in culture, language, level of functioning, and referral concerns. Participates in district/department committees in the development and use of assessment measures which are responsive to student differences. Uses multiple sources of data including language of instruction, language in home, ELD intervention, state and district assessments when determining if a student who is an English Learner qualifies for special education services. In the assessment process, language dominance is established, non-biased assessments are used, a performance comparison of other students who are EL is utilized and district protocols for assessment of English learners are followed. Consultation and collaboration with district and site staff who have expert knowledge in the area of English learners are incorporated in the assessment process to formulate

				recommendations and strategies on how to support English learners with disabilities.
Promote equity and social justice in educational programs and services by ensuring all children and youth learn in safe, supportive and inclusive environments. Actively engage in efforts to address factors that limit equity and access to educational opportunity.	The school psychologist has limited knowledge of individual differences abilities, disabilities, of and of the impact they have on learning.	The school psychologist has knowledge of individual differences abilities, disabilities, of and of the impact they have on learning. Understand principles of and research related to diversity in children, families, schools and communities including factors relating to child development, culture and identity, race, gender identity and expression, socioeconomic status and other variables.	The school psychologist has a vast knowledge of individual differences in ability, disabilities, and of the impact they have on learning. Understands principles of and research related to diversity in children, families, schools and communities including factors relating child development, culture and culture identity, race, gender identity and expression, socioeconomic status and other variables. Implements evidence based enhancement services both in the general and special education settings to address potential influences related to diversity. Works with site and district staff to provide professional services that promote effective functioning for individuals and families. Provides advocacy for social justice and equity for diverse groups.	The school psychologist has a vast knowledge of individual differences in ability, disabilities, and the impact they have on learning. Understands principles of research related to diversity in children, families, schools and communities including factors relating child development, culture and culture identity, race, gender identity and expression, socioeconomic status and other variables. Implements evidence based enhancement services both in the general and special education settings to address potential influences related to diversity. Works with site and district staff to provide professional services that promote effective functioning for individuals and families. Provides advocacy for social justice and equity for diverse groups.

Domain 9: Research and Evidence-Based Practice

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Use of knowledge of research design, statistics, measurement, and various techniques of data collection to evaluate services at the individual, group, and systems levels	The school psychologist minimally follows up on assessment recommendations or interventions by checking with colleagues or by collecting data.	The school psychologist follows up on some assessment recommendations and interventions by checking with their colleagues about their effectiveness.	The school psychologist facilitates or assists with data collection to determine effectiveness of interventions devised in collaboration with colleagues and/or recommendations proposed in the assessment of students.	The school psychologist facilitates or assists to determine the effectiveness of interventions devised in collaboration with colleagues and/or recommendations proposed in assessment of students; uses data to modify interventions and/or recommendations accordingly.

Assist teachers and/or staff in collecting meaningful student data.	The school psychologist does not minimally assists the teacher and/or staff in collecting meaningful data.	The school psychologist provides tools to the teacher and/or staff for data collection but does not teach or model for the teacher how to utilize the tools or interpret the data to adjust academic/behavioral instruction and/or intervention.	The school psychologist assists the teacher and/or staff in how to collect meaningful data and helps the teacher interpret the data to facilitate appropriate instruction and/or intervention and follow-ups with the teacher to adjust data collection, as appropriate and to adjust the academic/behavioral instruction and/or intervention based on how students are progressing.	The school psychologist presents various tools to teachers and/or staff and helps them select tools they are comfortable using when collecting data. Assists teachers in how to collect meaningful data and helps teachers interpret data to facilitate appropriate instruction and/or intervention. Follows-up and collaborates with teachers to adjust data collection as appropriate and adjust the academic/behavioral instruction and/or intervention based on how students are progressing.
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Domain 10: Legal, Ethical, and Professional Practice

KEY ELEMENTS	Ineffective	Emerging	Skilled	Distinguished
Remain knowledgeable about multiple service models and methods, ethical and professional standards, legal regulations and other factors related to professional identity and effective practice as a school psychologist.	The school psychologist minimally models professional standards. Duties are infrequently completed accurately and punctually and do not always adhere to authorized policies and procedures whether it be state, federal or district guidelines. Minimally use self-reflection when resolving conflicts, may blame others for conflicts and is not perceived as a positive ambassador in the school, department or in the community.	The school psychologist occasionally models professional standards. Duties are inconsistently completed accurately and punctually, adhering to authorized policies and procedures, whether it be state, federal or district guidelines. May use appropriate channels for resolving conflicts, occasionally self-reflects, but is not consistent in positive collaboration with site, department or district personnel.	The school psychologist often models professional standards. Duties are completed accurately and punctually adhering to authorized policies and procedures including, federal, state and district guidelines. Utilizes appropriate channels for resolving conflicts, often self-reflects, and positively and appropriately collaborates with site, department, and district personnel. Is seen as a positive ambassador in the school, department and in the community.	The school psychologist consistently models professional standards. Duties are completed accurately and punctually, adhering to authorized policies and procedures including, federal, state and district guidelines. Utilizes appropriate channels for resolving conflicts, consistently self-reflects, and consistently, positively, and appropriately collaborates with site, department, or district personnel. Is seen as a positive ambassador in the school, department and in the community.
Assist administrators, teachers, other school and district personnel, and parents in understanding regulations relevant to special education eligibility.	The school psychologist minimally assists administrators, teachers, other school and district personnel or parents in understanding regulations relevant to special education eligibility. Results of student assessment may not be provided in layman friendly language. Recommendations for	The school psychologist occasionally assists administrators, teachers, other school and district personnel and parents in understanding regulations relevant to special education eligibility. Results of assessment are sometimes provided in layman friendly language and are not always	The school psychologist often assists administrators, teachers, other school and district personnel and parents in understanding regulations relevant to special education eligibility. Effectively explains to school personnel and/or parents why a referral is denied based on federal/state guidelines. Results	The school psychologist consistently assists administrators, teachers, other school and district personnel, and parents in understanding regulations relevant to special education eligibility. Effectively explains to school personnel and/or parents why a referral is denied based on federal/state guidelines.

	intervention are given when a student does not qualify for special education services, but may be vague, not specific to the student being assessed, and not clearly defined on how the recommendations can be implemented.	clearly defined. Recommendations for intervention are given when a student does not qualify for special education services, specific to the student and implementation of recommendations are clearly defined.	of assessment are clearly defined, provided in layman friendly language and makes sound, defensible determination of eligibility. Recommendations for intervention are given when a student does not qualify for special education services, are specific to the student, are clearly defined and implementable.	Suggestions are given for intervention, provides assistance in the implementation of suggestions and are followed-up on. Results of assessment are clearly defined, provided in layman friendly language and eligibility determinations are sound, and defensible. Recommendations for intervention are given when students do not qualify for special education services which are specific to the student and are clearly defined and implementable. Assistance is provided in the implementation of recommendations and are followed-up on.
Engage in professional development and life-long learning.	The school psychologist minimally participates in any professional development and learning opportunities to improve practice and/or applies little new learning to practice.	The school psychologist participates in required professional development and learning activities. May inconsistently or inappropriately apply new learning to improve practice.	The school psychologist consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.	The school psychologist consistently seeks out professional development learning opportunities which improve practice and build expertise of self and other educators in instruction, academic, social-emotional support and intervention. Collaborates with colleagues to develop/revise departmental policies and procedures and provides professional development at the department, site and district level. Provides supervision and mentorship to practicum or internship students to build knowledge for effective practices in the field of school psychology.

MADERA UNIFIED SCHOOL DISTRICT
Certificated Staff
ADDENDUM K.1
Informal Observation Form

This form serves as a record of an informal observation. By the member's evaluator. This form will only be utilized for members who are engaged in the evaluation process outlined by the Collective Bargaining Agreement. This form will not be used for data collection.

Member's Name

Grade/Subject

Evaluator's Name

Date of Observation

Time in

Time out

Summary:

Comments:

Evaluator's Signature

White copy- Evaluator
Pink Copy- Member

**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)

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.

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:

Member

Date