

CERTIFICATED CONTRACT

Between

**MADERA COUNTY
SUPERINTENDENT OF SCHOOLS**

and

**MADERA COUNTY OFFICE OF EDUCATION
TEACHERS ASSOCIATION CTA/NEA**

July 1, 2023 – June 30, 2025

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE I: AGREEMENT	1
ARTICLE II: RECOGNITION	2
ARTICLE III: NEGOTIATION PROCEDURES	3
ARTICLE IV: PERSONNEL FILES	5
ARTICLE V: ASSOCIATION RIGHTS	7
ARTICLE VI: MCSOS RIGHTS.....	9
ARTICLE VII: CERTIFICATED STAFF WORKING HOURS	10
ARTICLE VIII: WORKING CONDITIONS	17
ARTICLE IX: PERSONAL ILLNESS AND INJURY LEAVE.....	20
ARTICLE X: LEAVE FOR PERSONAL NECESSITY	24
ARTICLE XI: CATASTROPHIC LEAVE.....	27
ARTICLE XII: BEREAVEMENT LEAVE.....	37
ARTICLE XIII: FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)	38
ARTICLE XIV: PREGNANCY DISABILITY LEAVE ACT (PDLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)	40
ARTICLE XV: PARENTAL LEAVE	42
ARTICLE XVI: ASSOCIATION LEAVE	43
ARTICLE XVII: LEAVE FOR MILITARY SERVICE.....	44
ARTICLE XVIII: LEGISLATIVE LEAVE	45
ARTICLE XIX: JURY DUTY LEAVE.....	46

ARTICLE XX:	INDUSTRIAL ACCIDENT AND ILLNESS LEAVE	47
ARTICLE XXI:	GRIEVANCE PROCEDURE	49
ARTICLE XXII:	PROFESSIONAL GROWTH.....	53
ARTICLE XXIII:	TRANSFERS.....	58
ARTICLE XXIV:	EVALUATIONS	60
ARTICLE XXV:	SALARY AND BENEFITS	65
ARTICLE XXVI:	CONFORMITY TO LAW	68
ARTICLE XXVII:	DUE PROCESS FOR DISCIPLINE.....	69
ARTICLE XXVIII:	SAFETY.....	73
ARTICLE XXVIII:	TERM OF AGREEMENT	76

APPENDIX "A": MAKE-UP DAY(S) DUE TO SCHOOL CLOSURE

APPENDIX "B": USE OF ASSIGNED CELLULAR PHONE FORM

APPENDIX "C": LEAVE REQUESTS QUICK REFERENCE – CERTIFICATED
EMPLOYEES

APPENDIX "D": REQUEST FOR PARENTAL LEAVE

APPENDIX "E": GRIEVANCE FORM AND FLOW CHART

APPENDIX "F": EVALUATION FORMS

APPENDIX "G": CERTIFICATED PERSONNEL: SALARY SCHEDULE

APPENDIX "H": SUMMARY OF INSURANCE OPTIONS

APPENDIX "I": SECTION 125 PLAN INFORMATION

APPENDIX "J": CLASSIFIED PERFORMANCE INPUT FORM

ARTICLE I: AGREEMENT

- 1.1 The articles and provisions contained herein constitute an Agreement by and between the Madera County Superintendent of Schools (MCSOS), with the concurrence of the Madera County Board of Education ("Office") and MCOETA/CTA/NEA ("Association"), an employee organization as provided in Government Code, Chapter 10.7, Sections 3540-3549, et. seq. (known as the Rodda Act).

ARTICLE II: RECOGNITION

- 2.1 The Board and the Superintendent recognize the Association as the exclusive representative of all MCSOS certificated employees (including extended year certificated employees) - excluding substitute teachers, home instruction teachers, management, confidential, and supervisory employees, as denied in the Act – for the purposes of meeting and negotiating. Certificated employees are defined as classroom teachers, speech pathologists, Designated Instructional Services teachers, resource specialists, nurses, and certificated extended year employees. The Board and the Superintendent encourage membership in the Association and full participation by every member to promote high quality education.

ARTICLE III: NEGOTIATION PROCEDURES

- 3.1 Upon request, the Association will be given a copy of the official budget and State documents pertaining to the scope of negotiation.
- 3.2 MCSOS, if requested, shall furnish the Association with the placement of bargaining unit personnel, without names, on the salary schedule with funding source.
- 3.3 Each party may have a maximum of five (5) members at the bargaining table, excluding outside consultants, and if either party does not have three (3) members present, that party may request suspension of the meeting.
- 3.4 Dates and times of negotiation sessions shall be determined as mutually agreed upon by the Association and MCSOS. All authorized negotiating team members shall be released from his/her regular duties to attend such sessions. The Association is to submit its initial contract proposal to MCSOS by April 15th of each year. Negotiations shall commence on mutually agreed upon dates after the submission of the initial proposals and completion of the public notice requirements (i.e., sunshining).
- 3.5 Within thirty (30) days of ratification of the Agreement by both Parties herein, MCSOS shall have the Agreement posted on its website and shall provide four (4) printed copies to MCOETA. Disclaimer: Current law requires all documents posted on websites to be ADA compliant. "Document remediation" must be performed on all such documents, which is a time consuming and arduous process. Therefore, MCSOS will commit to posting the Agreement within thirty (30) days of ratification; however, the appendices will be posted on the website as document remediation is

completed, which may exceed thirty (30) days. The Agreement is posted on the MCSOS intranet and is available to all MCSOS employees.

ARTICLE IV: PERSONNEL FILES

- 4.1 The personnel files shall reside in the Madera County Superintendent of Schools Office under the auspices of the personnel administrator.
- 4.2 The employee's formal classroom observation, goals and objectives, and final evaluation shall be reduced to writing and maintained in such employee's personnel file.
- 4.3 The MCSOS shall not base any adverse action against a certificated person upon materials which are not contained in such employee's personnel file. The materials shall have been signed by the author, with the time and place of the incident appearing thereon. The materials shall not include any hearsay. Employees shall be provided with copies of any derogatory written material at least five (5) workdays prior to placement in the employee's personnel file. Any written response by the employee shall be attached to the material and placed in the personnel file. A review of the materials shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 4.4 Upon written permission by the employee, an Association representative may review the employee's file.
- 4.5 The person or persons who write material for an employee's personnel file shall sign the material and signify the date on which such material was written for placement in the file.
- 4.6 The MCSOS shall keep a log indicating the persons who have requested to examine a personnel file as well as the dates such examinations were made. Such log shall

be available for examination by the employee or his/her Association representative, if so authorized by the employee.

- 4.7 Access to personnel files shall be limited to the employee or his/her Association representative, if so authorized by the employee and the members of the MCSOS administration on a need to know basis. The contents of all personnel files shall be kept in the strictest confidence.
- 4.8 Upon request, negative material in an employee's personnel file may be sealed, if a period of two years passes without further negative material being submitted. The administration reserves the right to utilize the sealed data, in conformance with the law, and/or in the event that formal charges are to be prepared by the administration.

ARTICLE V: ASSOCIATION RIGHTS

- 5.1 The Association may utilize office equipment at the County Office or County operated schools and will be billed at the same rate charged to all programs. Further, the Association may submit an Educational Resource Services Equipment Checklist/Order Form to use equipment, when such equipment is not otherwise in use or required by the Office.
- 5.2 The Association shall have the right to post notices of activities and matters of Association concern on existing county bulletin boards in school building areas, such as staffrooms, frequented by certificated employees. The Association may use the MCOE email, mail service, and certificated employees' mail boxes for communication purposes.
- 5.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that such activities or use do not interfere with classroom instruction.
- 5.4 Items of Association business shall be placed on the agenda of the Madera County Board of Education at mutually convenient times to allow for direct participation by Association representatives.
- 5.5 Within thirty (30) calendar days of ratification of this Agreement, MCSOS shall provide each certificated employee of the bargaining unit with access to an electronic copy. All members of the negotiating team shall be provided with printed copies.
- 5.6 Upon written request, one (1) copy of the names, addresses, telephone numbers, and school sites of all eligible bargaining unit employees shall be provided without

cost to the Association once each school year. Upon written request, one (1) copy of the names, addresses, telephone numbers, and school sites of all eligible bargaining unit employees subsequently hired shall be reported to the Association no later than two (2) weeks after the request.

- 5.7 At the conclusion of program meetings, the Association may conduct Association meetings.
- 5.8 The Association shall have the right to use Office facilities in accordance with the Civic Center Act.
- 5.9 Upon request by the Association, MCSOS will furnish, within five (5) workdays, existing public information pertaining to the scope of negotiation.
- 5.10 Upon request by the Association, MCSOS will provide MCOETA a list of new employees with their assigned sites. MCSOS will provide updates as they occur during the year.

ARTICLE VI: MCSOS RIGHTS

- 6.1 The Association recognizes that the Superintendent and the Board have the responsibility and authority to manage and direct on behalf of the public all operations and activities of the MCSOS to the full extent authorized by law.
- 6.2 The exercise of those powers, rights, authority, duties, and responsibilities and the adoption of such rules, regulations, and policies as they may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE VII: CERTIFICATED STAFF WORKING HOURS

7.1 MCSOS recognizes that the varying nature of an employee's day-to-day professional responsibilities does not lend itself to a workday of rigidly established length. All employees' workday shall be eight (8) hours and fifteen (15) minutes, including a duty-free lunch period of up to forty-five (45) minutes, with the exception of one (1) Pioneer Technical Center employee contracted for an eight (8) hours and 45 minutes workday, including a duty-free lunch period of up to forty-five (45) minutes.

7.1.1 With the exception of the Early Education Center, employees are expected to be at their assigned location and responsible for the preparation of instruction or for other assigned duties fifteen (15) minutes before the beginning of the students' regular school day and until the end of the employees' assigned workday; and

7.1.2 With the exception of the Special Education Pre-School Program, on every day but early release/late start days, the employee's assigned workday will include an aggregate of no less than 45 minutes of prep time. Special Education Pre-School Program teachers shall have prep time on Fridays.

7.1.3 Employees at the Early Education Center are expected to be at their assigned location at the start of their assigned shift and until the end of their assigned workday.

7.1.4 Each employee will adhere to the assigned school site's lunch schedule.

7.2 In addition to the above times, employees are responsible for their instructional day duties which include assignments, faculty and employer meetings, curriculum meetings, IEP meetings, parent conferences, school site and program inservices, and other assignments which are determined by management to be necessary for the efficient functioning of the Madera County Superintendent of Schools Office. To the greatest extent possible, MCSOS will strive to have staff meetings within the assigned duty day.

With the exception of IEP meetings, employees will not be required to attend more than two meetings outside of their normal workday per school year. If more than two meetings are deemed necessary, the supervisor will shorten the normal workday and apply that time to the time required for the additional meetings. These additional meetings shall be held to a minimum and shall be related directly to the program. Except for unusual circumstances, notices of meetings shall be delivered to employees at least seven (7) days prior to such meetings.

Effective as a pilot program for the 2023-2024 school year only and with the exception of itinerant staff, when MCSOS is unable to schedule an IEP/IFSP meeting during an employee's workday due to the unavailability of the student's parent/guardian, MCSOS will compensate the employee at \$40.00 per hour for the time the employee spends outside the workday participating in the IEP/IFSP meeting. This pilot program shall automatically expire as of June 30, 2024.

7.3 SCHOOL "CLOSURE" FOR FULL OR PARTIAL DAY(S)

In the event that MCOE Administration (Madera County Superintendent of Schools; Associate Superintendent, Executive Director, Career & Alternative Education Services; Executive Director, Student Programs and Services; or Program Directors) determines that there is a need for full day or partial day school closure due to severe weather conditions, power outage, or other unforeseen circumstances causing school closure, it is agreed that employees may individually select the following options to cover the required work day(s) (Appendix A):

1. Work the day(s) immediately following the end of the regular school year;
2. Work multiple days in excess of the assigned workday equivalent to the required day(s);
3. Submit a Personal Leave Request form for the day(s) in lieu of actually working.

7.4 The work year for the certificated staff shall be 184 days with the following exceptions:

7.4.1 The work year of Juvenile Hall and the Madera County Correctional Camp is 220 days. It is acknowledged that there is one (1) 184-day full-time position. The current and future employee in such 184-day position shall be deemed as full-time for all purposes, including health benefits and retirement service credit. The three (3) current 220-day full-time employees shall remain grandfathered in for the 220-day assignments, subject to layoff due to programmatic reductions. Based on the needs of the program, it is understood that future positions may be established as less than 220-day positions.

7.4.2 Employees will be provided with one (1) non-student workday at the

beginning of each school year, which is included in the total number of contract workdays. New employees within the MCOETA bargaining unit may be required to attend the New Employee Orientation on that day and, if so, will have the remaining hours of that day to prepare.

In addition to the foregoing, any new employees hired before the first workday of the school year for MCOETA bargaining unit members who serve as classroom teachers in the Special Education program may elect to work two (2) full non-student work days before student instruction begins for the year. One of the days shall be used by MCSOS for Special Education training and the second day shall be used by the employee to work in his//her classroom. These two non-student work days are in addition to the new Special Education teacher's contracted work year and any new Special Education teacher who works both non-student days, shall be compensated for each day at the rate MCSOS pays its day-to-day substitutes contingent upon the new Special Education teacher's completion of the appropriate MCSOS form.

7.4.3 Pending approval from the California Department of Education and the Department of Social Services (DSS) the work year for the Early Education Center bargaining unit employees shall be reduced from 241 days to 235 days.

7.5 While it is the intent of MCSOS to hire full-time certificated employees, there are circumstances when program needs dictate the assignment of additional work hours to provide services for Independent Study overflow students. Therefore, once all

Independent Study teachers have met the maximum number of assigned students during their normal duty day at their site, (per Education Code or less as determined by MCSOS), assignment of overflow students shall be determined as follows:

7.5.1 Executive Director, Career & Alternative Education Services, shall establish an eligibility list of all Career and Alternative Education employees who have responded via email indicating their interest in providing instruction outside of their normal duty day to overflow Independent Study students. This email will be sent to such teachers at the end of the prior school year and shall include a deadline date for response. Those responding within the deadline will be placed on the primary eligibility list and ranked separately based on the criteria outlined in 7.5.2.

Subsequent “show of interest” emails may be sent to all MCSOS teachers as deemed necessary by the Executive Director, Career & Alternative Education Services, and will include a deadline date for response. Those responding within the deadline will be placed on a secondary eligibility list and ranked separately based on the criteria outlined in 7.5.2. Late responders to this subsequent email shall be placed at the bottom of the secondary eligibility list and then ranked separately based on the criteria outlined in 7.5.2. Compensation shall be based on the employee’s hourly rate.

7.5.2 Employees on the eligibility list shall be ranked based on the following criteria:

7.5.2.1 Appropriate credential as required by the Commission on Teacher

Credentialing.

7.5.2.2 No Child Left Behind compliance.

7.5.2.3 Seniority based on his/her MCSOS hire date.

7.5.3 All assignments shall be made based on the above-mentioned ranking of employees. Each employee shall be assigned one student at a time. When all eligible employees have been assigned one student, additional students shall be assigned following the same process. The maximum number of overflow students per employee shall be determined by the MCSOS.

7.5.4 When a student who is assigned to an Independent Study teacher (within his/her normal duty day) withdraws from the program, it is understood that a new or existing overflow student may be reassigned to that Independent Study teacher during his/her normal duty day.

7.6 The following priorities shall be implemented when assigning employees for Extended School Year (ESY) or Summer School sessions:

7.6.1 Employees will be assigned to their regular school year class if sufficient students attend to warrant the class.

7.6.2 If there is more than one employee wishing to work with a combined group of students from multiple classes, preference will be given to the staff serving the majority of the students during the regular school year program. Priority will be given to those itinerant employees providing Designated Instructional Services (DIS) to the majority of the students attending ESY. If those employees do not want to work ESY, employment will be determined by seniority of those interested DIS employees.

- 7.6.3 If requested and mutually agreed between employees, job sharing shall be given full consideration for all staff positions.
- 7.6.4 Class attendance shall be closely monitored. Low student attendance will result in the combining of classes, which may result in the reduction of certificated staff for ESY. Preference will be given to the employee serving the majority of the students in the regular school year program.
- 7.7 The following priorities shall be implemented when assigning Charter School employees for its Summer School:
 - 7.7.1 Appropriate credential as required by the Commission on Teacher Credentialing or Career Technical Education experience as deemed appropriate by MCOE Administration.
 - 7.7.2 No Child Left Behind compliance.
 - 7.7.3 Seniority based on his/her MCSOS hire date.
 - 7.7.4 If requested and mutually agreed between employees, job sharing shall be given full consideration for all staff positions.
 - 7.7.5 Class attendance shall be closely monitored. Low student attendance will result in the combining of classes, which may result in the reduction of certificated staff for Summer School. Preference will be given to the core academic class over a career technical class or elective. Reduction of the certificated staff will be made based on the above-mentioned criteria stated in 7.7.1 through 7.7.3.

ARTICLE VIII: WORKING CONDITIONS

8.1 Certificated employees shall be provided the necessary office equipment (this may include but not be limited to, chairs, desks, tables and locking filing cabinets), special equipment, materials, technology for instruction, and other necessary budgetary items as approved by their immediate supervisor on the basis of a review of the students and/or their classroom needs. Each FTE unit of certificated employees will begin the year with a minimum of \$500 classroom instructional and/or conference budget. However, Pioneer Technical Center (PTC) classroom instructional and/or conference budgets will be established on a collaborative basis with the PTC teachers and administrators. Additional funds may be applied as available from other sources such as general funds, categorical funds as appropriate/available, and such other monies as are recommended by the appropriate advisory committee(s). In addition, MCSOS will provide 75% of lottery funds in excess of \$50,000 in the current year.

8.1.1 MCSOS will fund extended year instructional supplies to a level of \$100 per classroom, with additional funds under the same conditions as 8.1 above.

8.2 The employer will assign cellular phones to the Adult Transition Program, Early Start Program, and to the following DIS certificated positions – Adapted Physical Education, Orientation & Mobility, Visually Impaired, Deaf/Hard of Hearing, Speech and Language Pathologists, and Nurses. These cellular phones will be available on a check-out basis to assigned staff. Employees will be required to sign a “Use of Assigned Cellular Phone” form (Appendix B) acknowledging that the phone is to be used exclusively for MCSOS business only.

- 8.2.1 In the event that a classroom teacher does not have access to a working landline, a cellular phone will be temporarily assigned to such teachers as soon as possible, but no later than five (5) workdays after notification to Administration.
- 8.3 In the event a regular Instructional Assistant is absent and a Substitute Instructional Assistant is not secured, Administration will make every effort to provide support to that classroom, which may include temporarily reassigning another CSEA employee to the classroom.
- 8.4 When a certificated employee serving in a self-contained classroom reports an absence as required by Section 9.5 and MCSOS determines that no substitute is available, MCSOS will deploy the students in the absent teacher's classroom to no more than two other certificated employees who will be compensated at the rate of \$24 per hour for each hour that he/she supervises the absent teacher's students as recorded on the appropriate MCSOS time sheet.

When a certificated employee providing services as a teacher at PTC/MCIA reports an absence as required by Section 9.5 and MCSOS determines no substitute is available, the absent teacher's students shall first be assigned to any PTC/MCIA teacher at that site who has less than a full caseload and whose schedule is open at the time the student would have been meeting with the absent teacher. In the event there is a lack of PTC/MCIA teachers who have less than a full caseload with schedules that can accommodate the absent teacher's students, MCSOS shall assign the absent teacher's students to the schedules of

the PTC/MCIA teachers at the site in seniority order (i.e., MCSOS hire date) and on a rotating basis. MCSOS shall make every effort to assign each of the absent teacher's students to a different PTC/MCIA teacher at that site and shall pay the PTC/MCIA teacher \$30 per hour for each student as recorded on the appropriate MCSOS time sheet.

Pre-school teachers that do not have students on Fridays shall not be assigned to cover another classroom.

- 8.5 As of July 1, 2022, certificated employees will no longer conduct the evaluation for any classified personnel; but, shall provide MCSOS with input/comments regarding the performance of any classified employees working under their direction. This input shall be in writing on a form provided as Appendix J by MCSOS and submitted as directed by MCSOS.
- 8.6 When certificated employees are required to move to another site or another location at the same site they shall be provided at least 1 (one) release day to move. MCSOS shall be responsible for moving the MCSOS equipment and boxes on behalf of the employee.

ARTICLE IX: PERSONAL ILLNESS AND INJURY LEAVE

- 9.1 Full-time employees shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Employees working 200 days shall be entitled to 11 days and employees working 220 days shall be entitled to 12 days. Employees who work less than full-time shall be entitled to prorated leave calculated on a comparable full-time contract.
- 9.2 If an employee does not utilize the full amount of earned illness leave authorized above in any school year, the amount not utilized shall be accumulated from year to year. An employee may be required to present a medical doctor's certification verifying the personal illness or injury after five (5) consecutive absences.
- 9.2.1 A medical authorization to return to work may be required when the illness or injury impacts the employee's ability to perform the essential job duties or after a prolonged medical leave.
- 9.3 Differential Leave pay per Education Code 44977, during each school year, when a person employed in a position requiring certification qualifications has exhausted all available sick leave including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee (however, the amount deducted shall not exceed the standard daily or long-term substitute rate, as applicable) employed to fill his or her position during his or her absence or, if no substitute

employee was employed, the amount that would have been paid to the substitute had he or she been employed (however, the amount deducted shall not exceed the standard daily or long-term substitute rate, as applicable). The Office shall make every reasonable effort to secure the services of a substitute employee. The sick leave, including accumulated sick leave, and the five-month period shall run consecutively. An employee shall not be provided more than one, five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

9.4 As per Education Code 44978.1, when a certificated employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided pursuant to Section 44977, and the employee is not medically able to resume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status. When the employee is medically able, during the 24- or 39-month period, the certificated employee shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period provided pursuant to Section 44977.

9.5 An employee or his/her authorized representative must contact his/her immediate supervisor or designee and report the absence on the Subfinder System in order to

track employee attendance and to secure a substitute, if applicable, as soon as the need to be absent is known but no less than two (2) hours prior to the start of the workday to permit the employer time to secure a substitute's service. If due to an emergency or unforeseen situation the employee is unable to record his/her absence in the Subfinder System, the employee must contact his/her program designee. An employee who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave; and if the absence exceeds more than one-half day, a full day shall be deducted from accumulated leave. However, if a substitute is not secured, the employee's leave shall be deducted based on the actual length of absence in 15-minute increments.

9.5.1 Unless Administration determines otherwise, an employee shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the Office of the employee's intent to return to work if such failure results in a substitute being secured.

9.5.2 When a substitute is secured and the employee returns to work prior to the end of the workday, the designated administrator (not the employee) will determine whether or not to release the substitute.

9.6 One (1) day of Extended School Year (ESY) or Summer School sick leave shall be available, limited to regular employees of MCSOS who work ESY or Summer School. This day of sick leave shall only be used during ESY or Summer School sessions and is non-transferable to the employees' regular sick leave account. Regular sick leave shall not be used during ESY or Summer School. Unused ESY

or Summer School sick leave shall be accumulated from year to year for ESY or Summer School use only.

9.7 Employees who earn and retain ESY or Summer School sick leave credit, as provided for above, for long-term accrual purposes, may add the accumulated ESY or Summer School sick leave to the employees' regularly accumulated sick leave for the following purposes:

- A. Expanding sick leave credit which would be applied for retirement purposes;
- B. Transferring total accumulated sick leave to another California school district, when changing employment; and
- C. For purposes of emergency and involving catastrophic illness where regular accumulated sick leave has expired and additional time is needed for sick leave.

9.7.1 Other than the provisions stated above, the prior contract terms whereby regular accumulated sick leave cannot be used by an employee while working ESY or Summer School shall apply.

9.8 A "Leave Requests Quick Reference – Certificated Employees" is available as Appendix C.

ARTICLE X: LEAVE FOR PERSONAL NECESSITY

10.1 Personal necessity leave up to seven (7) days annually may be granted. Days granted are to be deducted from sick leave as provided in Education Code Section 44981. For purposes of proof of personal necessity and in accordance with the Education Code, the employee would provide information regarding the general nature of the personal necessity to his/her immediate supervisor. See Appendix C for applicable definitions of immediate family. Such leave shall be requested in advance except for:

- A. Death or serious illness of a member of the immediate family.
- B. Accident, involving employee's person or property, or the person or property of a member of the immediate family.
- C. One (1) day for bereavement involving other than immediate family members specified in Bereavement Leave Article XII. However, exceptions may be made by the Superintendent or designee to extend the number of days due to special circumstances.

10.2 No such accumulated leave in excess of seven (7) days plus, six (6) days per Labor Code Section 233 as defined in 10.2.1, may be used in any school year with the following exception: If an employee is out of personal necessity leave and/or sick leave for the current year, differential pay rather than a full day's pay will be deducted in the case of illness or injury to an immediate family member and verified by a physician for a maximum of four (4) days per school year.

10.2.1 Labor Code Section 233 permits an employee to use in any calendar year the employee's accrued and available sick leave to attend to the illness of a

child, parent, spouse, or domestic partner of the employee. The maximum leave an employee may use for this purpose is the amount of leave the employee accrues in a six-month period.

- 10.3 Two days from the total of seven (7) days of personal leave noted in Section 10.1 may be used for compelling personal leave.
- 10.4 Three (3) days from the total seven (7) days of personal leave noted in 10.1 may be used for leave in accordance to the provisions currently specified under Healthy Workplaces, Healthy Families Act of 2014 and is subject to change based on potential clean-up legislation.
- 10.5 **All Personal Leave shall not be allowed if it results in the extension of a holiday, vacation period, or school break (exceptions may be made by the Superintendent or designee due to special circumstances), for personal convenience or recreational activities, or other normal minor matters which can be dealt with outside the workday.**
- 10.6 A “Leave Requests Quick Reference – Certificated Employees” is available as Appendix C.
- 10.7 When deemed appropriate by an administrator of the MCSOS, employees will be permitted to temporarily interrupt their duty day to attend to a **personal emergency** if other employees can provide voluntary coverage. Such interruption shall not exceed one (1) hour during the time when students are present on campus, however the time may exceed one hour with administrative approval when students are not present. Those teachers requesting this coverage will not suffer a disruption of pay or benefits, and will make up the allotted time of leave as agreed upon by the

Administration and employee within the contracted days of employment (contract year). It is agreed that failure to secure prior Administrative approval will result in a payroll deduction.

- 10.8 In the event of the death of a student enrolled in a Madera County Superintendent of Schools (MCSOS) program, Administration will make every effort to approve a personal leave request submitted by the student's current classroom teacher to attend the funeral services. Approval may be contingent upon the availability of a substitute teacher and the needs of the program.

ARTICLE XI: CATASTROPHIC LEAVE

- 11.1 A Catastrophic Leave Program is available to allow certificated employees to donate available accrued paid leave benefits to another certificated employee when that employee or a member of his/her immediate family suffers a catastrophic illness or injury and the employee has consumed all available paid leave benefits, excluding differential leave. (E.C. 44043.5) Differential leave and temporary disability benefits (if available) shall run concurrently with the Catastrophic Leave Benefits not to exceed the statutory maximum period of twelve (12) consecutive months.
- 11.2 When a member of an employee's immediate family has a catastrophic illness or injury as defined below, all accrued paid leave benefits (sick leave/personal leave) shall be exhausted by the employee. (Use of sick leave for care of immediate family, excluding Catastrophic Leave provisions, is usually limited to available personal necessity leave days). Differential leave is not an accrued paid leave benefit and, therefore, is not available for family illness leave. Immediate family as referenced in this section means the spouse, registered domestic partner, mother, father, son, daughter, or any relative living in the immediate household of the employee. The "step" equivalent of any of the above relatives shall also be considered immediate family.
- 11.3 Employees may donate eligible accrued leave benefits to the Catastrophic Leave Program and may be accessed by an eligible individual employee when that employee or a member of the employee's immediate family suffers from a catastrophic illness or injury.

- 11.3.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee or a member of the employee's family for an extended period of time. The incapacity requires the employee to take time off from work for an extended period of time due to his/her illness or injury or to care for that family member, which creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off, excluding any employee paid temporary disability benefits, if applicable.
- 11.3.2 Eligible accrued leave benefits means sick leave accrued to the donating employee. Differential leave is not an accrued paid leave benefit and is not eligible for donation.
- 11.4 Human Resources will be responsible to administer the Catastrophic Leave Program. Administration reserves the right to review the costs for administering the Program. Based on such a review, there may be the need to impose an annual administrative fee for Human Resources services, which will be subject to negotiation.

ELIGIBILITY CRITERIA

- 11.5 Eligible catastrophic leave benefits may be accessed by an employee if all of the following requirements are met:
- 11.5.1 Participation is voluntary, but requires contribution to the Catastrophic Leave Program.

- 11.5.1.1 Only contributors who have participated in the current fiscal year will be permitted to access the Catastrophic Leave Program; and
- 11.5.1.2 Only contributors who have participated at least sixty percent (60%) of his/her eligible years effective with the preceding five (5) years or at least sixty percent (60%) of his/her eligible years of employment with MCSOS (if less than five (5) years) will be permitted to access the Catastrophic Leave Program.
- 11.5.1.3 If the employee is requesting leave for himself/herself, he/she must have temporary disability benefits.
- 11.5.2 The Catastrophic Leave Program has a minimum balance equivalent to sixty (60) days.
- 11.5.3 The employee submits a request to the appropriate personnel administrator that eligible leave credits be accessed and provides verification of the catastrophic illness or injury. The employee's next of kin or representative may make this request on behalf of an employee that is unable to make such a request due to the catastrophic illness or injury. A "Request to Access Catastrophic Leave" form must be completed and submitted to Human Resources.
- 11.5.4 A Catastrophic Leave Committee consisting of one (1) Association appointed member, one (1) non-dues paying certificated employee, and two (2) administrators, by majority determines that the employee is unable to work due to the employee's or family member's catastrophic

illness or injury, that the condition will necessitate the employee's extended absence from work, and that the extended absence from work will create a financial hardship.

- 11.5.5 The employee has exhausted all available paid leave benefits, excluding differential leave and employee paid temporary disability benefits, prior to receiving catastrophic leave.

CATASTROPHIC LEAVE COMMITTEE

- 11.6 The Catastrophic Leave Committee will review requests for donation of eligible leave benefits for an employee's or family member's catastrophic illness or injury. All matters considered and the actions of the Committee shall be confidential.

- 11.6.1 The Committee may request a variety of information to verify the catastrophic illness or injury of the employee or employee's family member, including, but not limited to:

- 11.6.1.1 An employee must meet the eligibility criteria as outlined in 11.5.1.1 and 11.5.1.2. However, the Committee may consider a five percent (5%) leeway in the participation rate.

- 11.6.1.2 Certificate of Healthcare Provider as required in 13.2;

- 11.6.1.3 Estimated length of time the employee will be unable to work due to the employee's or family member's catastrophic illness or injury;

- 11.6.1.4 If a family member, justification of why the employee is the only person available to care for the family member;

- 11.6.1.5 Whether there are other resources available to relieve the

hardship;

11.6.1.6 Information regarding the employee's eligibility for disability retirement benefits if the employee's disability is likely to be permanent;

11.6.1.7 Availability of other disability benefits for catastrophic illness or injury for an employee or an employee's family member.

11.6.2 If the Catastrophic Leave Committee determines the employee is unable to work due to the employee's catastrophic illness or injury, and all eligibility criteria are met, the request to receive donated eligible leave credit will be approved. Otherwise, the Committee will indicate the basis of denial of the request.

11.6.3 If the Committee determines that the employee is unable to work due to the employee's family member's catastrophic illness or injury and the situation would entitle the employee to receive eligible donated leave credits, all available accrued leave must be exhausted. Differential leave is not an accrued paid leave benefit and is not available for family illness leave.

11.6.4 Upon exhaustion of the approved catastrophic leave, if the catastrophic situation has not been resolved, the employee may submit a request for an extension on the "Request to Access Catastrophic Leave" form. The request for an extension must be submitted no less than ten (10) days prior to the expiration of the approved leave to avoid a potential lapse in the approved leave. The Catastrophic Leave Committee will review the

request within seven (7) workdays. If the circumstances are not substantially changed since the Committee's approval and the employee's absence is expected to continue for an extended period of time, the employee may be eligible to receive additional catastrophic leave benefits.

- 11.6.5 If the circumstances have substantially changed, the personnel administrator may request that the Catastrophic Leave Committee review the new circumstances and determine if the employee continues to be eligible to receive donated catastrophic leave credits.
- 11.6.6 The personnel administrator may at any time request periodic updates on the employee's or family member's status to verify continued eligibility for donated eligible leave benefits. Failure to provide such information may result in the loss of Catastrophic Leave benefits.
- 11.6.7 The personnel administrator on the Committee will notify the employee of the determination of the Committee.

DONATION OF ELIGIBLE LEAVE BENEFITS

- 11.7 The donation of eligible leave benefits shall be subject to the following:
 - 11.7.1 A minimum of ten (10) days sick leave must be in the donor's available sick leave balance prior to donation.
 - 11.7.2 The minimum any employee may donate initially shall be equivalent to one of his/her designated workday and may donate half-day increments annually thereafter in order to access the Catastrophic Leave Program.

- 11.7.3 Transfer of leave credits will be honored only upon annual written authorization of the donor. The written authorization shall acknowledge that the donor understands the transfer authorization is irrevocable and that the leave credits will not be available for certification to the retirement system and will, therefore, result in a reduction of the retirement service credit that would otherwise have been available at the time of retirement.
- 11.7.4 The voluntary contribution must be made to the Program no later than October 1st.
- 11.7.4.1 By September 15th, Human Resources shall email confirmation of the employee donation to the Catastrophic Leave Program to each participating employee.
- 11.7.4.2 By October 31st, Human Resources shall email to the CTA President the Catastrophic Leave Program total donated days, an equivalent monetary amount, and number of participants.
- 11.7.4.3 New employees hired after the beginning of the school year who have a minimum of ten (10) days sick leave balance transferred from their previous employers must make their voluntary contribution to the Program no later than forty-five (45) days from their hire date.
- 11.7.5 A request for contributions will be made when the number of days in the Catastrophic Leave Program falls to forty-five (45) days.

USE OF DONATED LEAVE BENEFITS

11.8 The use of donated leave benefits shall be subject to the following:

- 11.8.1 The leave credits donated will be converted to a dollar value, based on the donor's regular salary rate at the time of the donation. The dollar value will then be converted to hours or days of sick leave for the employee receiving the donation, based on his/her current salary rate.
- 11.8.2 While an employee is on differential leave, the substitute pay will not be deducted from the employee's salary. The substitute's salary shall be paid from the Catastrophic Leave Program.
- 11.8.3 After differential leave is exhausted, the employer health benefit costs will be paid from the Catastrophic Leave Program in addition to the employee's salary. The employee will still be responsible for the employee's portion of the health benefit cost.
- 11.8.4 If an employee has exhausted all accrued paid leaves and is not eligible for differential leave due to an immediate family member's illness or injury, the employer health benefit costs will be paid from the Catastrophic Leave Program in addition to the employee's salary. The employee will still be responsible for the employee's portion of the health benefit costs.
- 11.8.5 Withdrawals from the Catastrophic Leave Program shall be granted in units of no more than 30 duty days. A duty day means a day regardless of the amount drawn from the Catastrophic Leave Program. Employees

may submit requests for extensions of withdrawals no less than ten (10) days prior to the expiration of the approved leave to avoid potential lapse in the approved leave. An employee's withdrawal from the Catastrophic Leave Program may not exceed the statutory maximum period of twelve (12) consecutive months.

- 11.8.6 The employee's status during the period of time donated leave credits are being used will be the same as if the donated leave credits were not available, i.e., the employee may request a leave of absence, or, if the leave is not requested or not approved the employee will be placed on a 39-month rehire list. Options on health benefits continuance will be the same as if the donated leave credits were not available, i.e., to the leave of absence or 39-month rehire list status of the individual.
- 11.8.7 Once an employee has exhausted differential leave due to his/her own illness, continuation of salary from donated leave credits will not entitle the employee to sick leave accrual. In order to receive the remainder of sick leave days for that school year, and once catastrophic leave benefits have been exhausted, the employee must physically return to work. The employee shall accrue seniority credit for the period of time paid from donated leave credits.
- 11.8.8 Once an employee has exhausted personal leave due to the illness of an immediate family member, continuation of salary from donated leave credits will not entitle the employee to sick/personal leave accrual. In order to receive the remainder of sick leave days for that school year, and

once catastrophic leave benefits have been exhausted, the employee must physically return to work. The employee shall accrue seniority credit for the period of time paid from donated leave credits.

ARTICLE XII: BEREAVEMENT LEAVE

- 12.1 An employee shall be entitled to a maximum of five (5) days leave without loss of salary on account of the death of any member of his/her immediate family.
- 12.2 For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, step-relatives of the above stated categories or foster child, brother or sister of the employee or any relative living in the immediate household of the employee.
- 12.3 If a death involves a member's mother, father, spouse, or child, one (1) additional day shall be available as indicated in paragraph 12.1 above.

ARTICLE XIII: FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)

- 13.1. The provisions of the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act shall be operative as applicable to this Agreement. Information on the above laws is available from Human Resources.
- 13.2 The FMLA and CFRA provide up to twelve (12) work weeks in any fiscal year (July 1 through June 30) for unpaid, job-protected leave to eligible employees for the following qualifying family and medical reasons:

The birth of a child and to care for the newborn child within one (1) year of birth;

The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement.

To care for the employee's spouse, child, or parent who has a serious health condition;

A serious health condition that makes the employee unable to perform the essential functions of his or her job;

Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty"; or twenty-six (26) work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

The employee must submit a completed "Certification of Healthcare Provider" form

to Human Resources for consideration. MCSOS will continue to pay the monthly employer contribution for health coverage. The employee must continue to pay the monthly employee contribution, if any, for such coverage. However, should the employee fail to return to work following the FMLA/CFRA unpaid leave, he/she will be responsible to reimburse MCSOS for the employer paid health insurance contributions made on his/her behalf during the twelve (12) week FMLA/CFRA unpaid leave. Leave is also available for pregnancy, childbirth, and related medical conditions under the California Pregnancy Disability Leave Act (PDLA) and MCSOS Policy. The following is a synopsis of the provisions and/or information that applies in most cases:

Employees are eligible when employed a minimum of twelve (12) months with MCSOS and worked 1,250 hours in the last twelve months. For eligibility purposes, full-time teachers are deemed to meet the 1,250 hour test.

If the employee is CFRA eligible, the employee has a right to take both a Pregnancy Disability Leave Act (PDLA) and a CFRA leave for the reason of the birth of a child and in order to care for the child.

13.3 All other entitlements of FMLA/CFRA/PDLA shall be administered as applicable.

ARTICLE XIV: PREGNANCY DISABILITY LEAVE ACT (PDLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)

- 14.1 Employees are entitled to use sick leave as set forth above for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities set forth above.
- 14.2 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician. Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth above has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, MCSOS requires a written verification of the medical release and notification of limitations and restrictions, if any. The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced. (Also, see Page 17, 9.3)
- 14.3 Under the California Pregnancy Disability Leave Act (PDLA), a pregnant employee is entitled to up to four (4) months of leave for disability related to pregnancy. Because pregnancy is a qualified reason under FMLA, the twelve (12) work weeks of FMLA run concurrently with the first twelve (12) weeks of PDL.
- 14.4 After the pregnancy-related disability ends, the employee would be entitled to twelve

(12) work weeks of unpaid CFRA leave for child-bonding purposes within the first year of birth or placement with the employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement. Such leave must be taken in a minimum of two (2) week increments. MCSOS will continue to pay the monthly employer contribution for health coverage. The employee must continue to pay the monthly employee contribution, if any, for such coverage. However, should the employee fail to return to work following the FMLA/CFRA unpaid leave, he/she will be responsible to reimburse MCSOS for the employer paid health insurance contributions made on his/her behalf during the twelve (12) week FMLA/CFRA unpaid leave.

14.5 All other entitlements of FMLA/CFRA/PDLA shall be administered as applicable.

ARTICLE XV: PARENTAL LEAVE

- 15.1 Employees who are not disabled due to pregnancy/childbirth are entitled to take up to twelve (12) workweeks for parental leave. Parental leave must be used within the first twelve (12) months of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Parental leave must be used in a minimum of one (1) week increments. Employees may utilize sick leave during parental leave. In the event the employee has exhausted all sick leave and continues to be absent due to parental leave, he/she is entitled to receive differential pay during the remainder of the twelve (12) workweeks. Regardless of the amount of differential pay, employees shall receive no less than 50% of his/her daily rate of pay during the approved parental leave.
- 15.2 A "Request for Parental Leave" form must be completed by the employee and submitted to the immediate supervisor at least thirty (30) days prior to the beginning of the parental leave (Appendix D).

ARTICLE XVI: ASSOCIATION LEAVE

- 16.1 Association representatives, as chosen by the Association membership, shall have a combined total of seven (7) days of paid leave (in addition to release time to participate in negotiations) with no per diem or mileage, to utilize for local, state, or national conferences or for conducting lawful business directly related to local Association/CTA/NEA affairs. These representatives shall be excused from school duties upon written request to the Superintendent or designee at least twenty-four (24) hours in advance. In addition to the above seven (7) days, the Association President shall be granted an additional three (3) days of leave with the same terms and conditions as placed on the seven (7) days.

ARTICLE XVII: LEAVE FOR MILITARY SERVICE

- 17.1 An employee shall be entitled to any leave for military service as provided by law and shall retain all rights and privileges granted by law arising out of the exercise of leave for military service.

ARTICLE XVIII: LEGISLATIVE LEAVE

- 18.1 An employee who is elected to the State Legislature, Congress, or a school board in another district shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office.
- 18.2 The employee on such leave shall be entitled to return to employment at the end of the leave provided that the employee shall notify MCSOS of his/her intended return by February 1 of the school year preceding the year in which the employee plans to return.
- 18.3 Legislative leave does not interrupt earned years toward experience; however, the leave itself does not count as experience toward advancement on the salary schedule unless the employee works at least seventy-five percent (75%) of the workdays during the year.

ARTICLE XIX: JURY DUTY LEAVE

- 19.1 Upon notification of jury duty, it is the obligation of the employee to immediately inform his/her supervisor and provide a copy of the jury summons to Human Resources. When required to report for jury duty, the employee must comply with the provisions of Article 9.5.
- 19.2 After serving on jury duty, the proof of service shall be submitted to Human Resources.
- 19.3 Payments offered to employees by the court system for jury service must be waived; however, employees will continue to receive their regular salary while serving on jury duty.
- 19.4 Mileage reimbursements paid by the court system may be retained by the employee.
- 19.5 Employees must report to their worksite when released from jury duty and are able to travel to their worksite with a minimum of two (2) hours of their regular duty day remaining. If a substitute was secured, he/she shall not be released. The employee may utilize the time for additional preparation or as deemed appropriate by the employee or his/her supervisor.

ARTICLE XX: INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 20.1 Employees will be entitled to industrial accident leave according to the provisions in Education Code Section 44984 for personal injury or illness.
- 20.2 Such leave shall not exceed sixty (60) days during which the employee would otherwise have been performing work for MCSOS in any one fiscal year for the same industrial accident or illness. When an industrial accident leave overlaps into the next fiscal year, the employee SHALL be entitled only to the amount of unused leave due him/her for the same illness or injury. Once the industrial accident and illness leave has been exhausted, the employee's sick leave will be used.
- 20.3 The MCSOS has the right to have the employee examined by a physician designated by MCSOS at MCSOS' expense to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury or illness involved. MCSOS requires a written verification of the medical release and notification of limitations and restrictions, if any.
- 20.4 For any days of absence from duty as a result of the same industrial accident or illness, the employee shall endorse to MCSOS any wage loss benefit checks from the worker's compensation carrier which would make a total compensation from both sources exceed one hundred percent (100%) of the amount the employee would have received as a salary had there been no industrial accident or illness. If the employee fails to endorse to MCSOS any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, MCSOS

shall deduct from the employee's salary warrant to the amount of such disability indemnity actually paid to and retained by the employee.

ARTICLE XXI: GRIEVANCE PROCEDURE

- 21.1 Grievance - A grievance is a claim made by an employee or the Association that there has been a violation, misapplication, or a misinterpretation of the specific provisions of this Agreement that adversely affects the grievant.
- 21.2 Grievant - A grievant is a Madera County Superintendent of Schools employee in the unit covered by this Agreement or the Association who is filing a grievance.
- 21.3 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.
- 21.4 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 maximum and every effort should be made to expedite the process (Appendix E-1 Grievance Procedure Flow Chart). 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 MCSOS, the time limits set forth herein may be reduced by mutual agreement.
- 21.5 Procedure
- 21.5.1 Informal Level - Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor. The grievant shall request an informal conference within twenty (20) workdays after knowledge of the act giving rise to the grievance. Such

conference must be held within the next five (5) workdays following receipt of the request for conference. Any subsequent informal conferences may be held by mutual agreement within seven (7) workdays. However, the informal level must be completed within fifteen (15) workdays after the original request for the informal conference is made.

- 21.5.2 Formal Level/Level One - Within ten (10) workdays after the completion of the Informal Level conference(s) which did not result in a satisfactory adjustment for the grievant, the grievant must present the grievance in writing on the appropriate form (Appendix E) to the immediate supervisor.
- 21.5.3 This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 21.5.4 Within ten (10) workdays following supervisor's receipt of the grievance form, either party may request a personal conference.
- 21.5.5 The supervisor shall communicate his/her decision and reason(s) to the grievant in writing within fifteen (15) workdays after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 21.5.6 Level Two - In the event the grievant is not satisfied with the decision at Level One, he/she may appeal the decision on the appropriate form to the Superintendent's designee within ten (10) workdays following receipt of or failure to provide a decision. The statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of

the reason(s) for the appeal. Within seven (7) workdays following the Superintendent's designee's receipt of the Level Two grievance form, either party may request a personal conference. The Superintendent's designee shall communicate his/her decision and reason(s) within ten (10) workdays after receiving the appeal.

- 21.5.7 Level Three - If the grievant is not satisfied with the decision at Level Two, he/she may within seven (7) workdays, request an appeal in writing to the Superintendent. The grievant and the Superintendent shall attempt to agree upon a solution to the act giving rise to the grievance. This request shall include a clear, concise statement of the reason(s) for the appeal and the specific remedy sought, and a copy of all previous written communications on the grievance.
- 21.5.8 Within ten (10) workdays following the Superintendent's receipt of the Level Three grievance form, either party may request a personal conference with the other party. The Superintendent shall render his/her decision concerning the matter within twenty (20) workdays after receiving the grievance.
- 21.5.9 When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her immediate supervisor, be given reasonable release time without loss of pay in order to permit participation in the foregoing activities. Any employee who is requested to appear at the meetings or hearings as a witness will be accorded the same right. The Association shall provide

annual written notice to administration listing names of the Grievance Chair and site representatives.

21.6 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file.

21.6.1 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent or designee and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure.

21.7 Rights of Certificated Employees to Representation

21.7.1 No reprisals will be taken by the Association or MCSOS against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

21.7.2 A certificated employee may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected by the Association. If a certificated employee is not represented by the Association or its representative, the Association shall receive notification of all grievances and have the right to state its views before the final resolution of the grievance procedure.

ARTICLE XXII: PROFESSIONAL GROWTH

- 22.1 No later than the end of the school year, the employees shall submit to the Superintendent, or designee(s), their inservice needs for consideration for the following year. Administration may send out a formal survey to assist in gathering such information to establish priorities for the coming year.
- 22.2 Employees will be permitted to leave work in time to attend a maximum of two (2) 4:00 PM class sessions per week. Employees shall not leave prior to the end of the instructional day, unless obtaining advance approval from the employee's immediate supervisor. Proof of enrollment shall be presented to the immediate supervisor.
- 22.3 The employees shall be provided professional growth activities. Travel expenses, registration fees, substitute pay, and per diem shall be allotted for approved days.
- 22.4 School Nurse Continuing Education Credit
- This provision applies solely to the School Nurse classification. Courses must be:
- (a) relevant to the practice of school nursing and must be related to the scientific knowledge and/or; (b) technical skills required for the practice of school nursing or be related to direct patient care and/or; (c) indirect patient/client care as it relates to school nursing.
- 22.4.1 For the purposes of continuing education credit, each Continuing Education Unit (CEU) is equivalent to ten (10) hours. One (1) semester unit equals fifteen (15) CEUs.
- 22.4.2 Courses to be approved by MCSOS, for unit application as an additional requirement, must have a Board of Registered Nurses (BRN) provided

number, taken in California, and/or be approved by a professional medical organization.

22.5 Speech and Language Pathologist Continuing Education Credit

This provision applies solely to Speech and Language Pathologists' continuing education. The courses taken must be relevant to the practice of speech pathology and must be related to specific needs of their students.

22.5.1 For the purposes of continuing education credit, each Continuing Education Unit (CEU) is equivalent to ten (10) hours. One (1) semester unit equals fifteen (15) CEUs.

22.5.2 The continuing education courses or seminars shall be obtained from accredited institutions of higher learning or organizations approved as continuing education providers by the American Speech/Language Hearing Association (ASHA), California Speech/Hearing Association (CSHA), Speech, Language, Pathology, Audiology and Hearing Aide Dispensers Board (SLPAHADB), as well as approval by MCSOS administration.

22.6 All college units and/or continuing education units to be considered for salary column advancement must be appropriate to the field of education, speech and language pathology, or school nursing, or have prior administrative approval. Currently, a minimum of twelve (12) college units per column are needed for salary column advancement. The ratio of continuing education hours to college units will be 15:1.

22.7 In order for CEUs to count towards advancement on the salary schedule, the following applies:

- 22.7.1 A minimum of 75% of the time spent earning the CEUs must be outside of the employee's assigned workday. The employee must provide a certificate of completion and verification of dates and start and end times of all professional development workshops and related activities.
- 22.7.2 The employee must pay the cost of the professional development.
- 22.7.3 All units or continuing education units (CEUs) shall be submitted for credit and salary column adjustment once annually, no later than November 1st of each year. Column adjustment will then be made for that year. Any units or CEUs submitted after November 1st will not be credited for column advancement until the following contract year.

MENTORING AND COACHING PROGRAMS

22.8 Mentoring and Coaching support shall be provided as follows:

22.8.1 Induction Mentor/Coach

An Induction Mentor/Coach is provided to support certificated employees participating in a clear credential induction program. A selection process is used to identify induction coaches from current MCSOS certificated employees who meet induction program qualifications to be a mentor/coach. Each Induction Mentor/Coach receives up to \$1,000 on the December payroll and up to \$1,000 on the May payroll, upon submission of timesheet, for each inductee they coach. These amounts are pro-rated based on the date services begin.

22.8.2 Intern Mentor/Coach

An Intern Mentor/Coach is provided to support certificated employees

participating in a CTC-approved internship credential program. A selection process is used to identify mentors/coaches from current MCSOS certificated employees who meet program qualifications to be a mentor/coach. Each mentor/coach receives up to \$1,000 on the December payroll and up to \$1,000 on the May payroll, upon submission of timesheet, for each inductee they coach. These amounts are pro-rated based on the date services begin.

22.8.3 Professional Learning Coach

A program has been established in order to mentor newly hired certificated employees. An application process is used to select up to five (5) Professional Learning Coaches with assignments made by Administration. Assignments include up to two (2) newly hired certificated employees per Professional Learning Coach. Each Professional Learning Coach receives up to \$1,000 on the December payroll and up to \$1,000 on the May payroll, upon submission of timesheet. These amounts are pro-rated based on the date Professional Learning Coach services begin.

22.8.4 Contingent upon the availability of a qualified mentor/coach, MCSOS shall provide certificated employees an Induction Mentor/Coach, Intern Mentor/Coach, and/or Professional Learning Coach, within thirty working days of their eligibility for the Induction or Intern program or employment with MCSOS. In the event there is a shortage of qualified

certificated employees to serve as a mentor/coach, a qualified retiree may be employed to provide mentoring/coaching services.

ARTICLE XXIII: TRANSFERS

- 23.1 The MCSOS shall list all vacant positions within the bargaining unit on a voicemail job line for a minimum of five (5) working days. This job line number is (559) 662-4801 and may be accessed by any employee at his/her convenience. The Association President or designee will also receive an email notification of each vacancy. Employees interested in a vacant position must notify Human Resources **in writing** of their interest.
- 23.2 An employee may request a voluntary transfer to an open position to take effect during the school year or at the beginning of the next school year. No employee shall be overtly or indirectly pressured by the MCSOS to seek a voluntary transfer. If a voluntary transfer request is denied, the employee shall be provided with the specific reasons for the denial. If more than one employee has applied for the same position, seniority shall be considered first, unless program needs dictate otherwise.
- 23.3 Involuntary transfers shall not be punitive or disciplinary in nature. When an involuntary transfer is necessary, an employee's credential, area of competence, major or minor field of study, and length of service shall be considered. Involuntary transfers may be initiated by the MCSOS at any time whenever such involuntary transfer is in the best interest of the MCSOS. A meeting will be held as soon as administratively possible between the appropriate management person, the employee, and the CTA President or designee in order to discuss the reasons for the involuntary transfer. A written notification of the involuntary transfer shall be provided to the employee during this meeting. Whenever

administratively possible, the effective date of the involuntary transfer will be no less than three (3) workdays or five (5) calendar days, whichever is less, after the notification meeting date.

ARTICLE XXIV: EVALUATIONS

- 24.1 It is understood and agreed by the parties that the primary objective of the evaluation process is to maintain or improve the quality of education. It is further understood that nothing contained in this Article shall limit the employer's right to non-reelect a probationary employee as per Education Code 44951.
- 24.2 The evaluation and assessment of performance shall relate to:
 - 24.2.1 The progress of pupils toward the state-adopted academic content standards as measured by state-adopted criterion referenced assessments.
 - 24.2.2 The instructional techniques and strategies used by the employee.
 - 24.2.3 The employee's adherence to curricular objectives.
 - 24.2.4 The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
- 24.3 As defined by the California Standards for the Teaching Profession, performance goals for each employee shall be in writing, clearly stated, aligned with pupil learning, and consistent with Section 24.2.1 through 24.2.4.
- 24.4 Evaluations shall be conducted according to the following schedule:
 - 24.4.1 Probationary employees shall be evaluated each school year.
 - 24.4.2 Permanent employees shall be evaluated every other school year, unless eligible for evaluation based on Article 24.4.3.
 - 24.4.3 The evaluation of a permanent employee may be extended from the second year to the third year and from the third year to the fourth year if the following conditions are met:

- 24.4.3.1 Certificated employee must have permanent status.
- 24.4.3.2 Certificated employee must have ten (10) years of service from the date of hire if employed by MCSOS with a full credential; or

 Certificated employee must have ten (10) years of service from the date he/she acquired permanency if employed by MCSOS without a full credential.
- 24.4.3.3 Must have two (2) consecutive previous evaluations with ratings in all categories at “meets MCSOS expectations”.
- 24.4.3.4 The evaluator and employee must mutually agree to extend each evaluation schedule to the third year and must again mutually agree to extend each evaluation schedule to the fourth year. Otherwise, the employee with permanent status will be evaluated at least every other year.
- 24.4.3.5 Must be a NCLB Highly Qualified Teacher or other fully credentialed certificated employee included in this bargaining unit in order to access this optional evaluation schedule in accordance with the provisions noted above.
- 24.4.4 Employees to be evaluated during a particular year shall be furnished a copy of the evaluation packet (Appendix F) no later than September 15 of the year in which the evaluation is to take place.
 - 24.4.4.1 By October 1, the employee shall submit his/her proposed written objectives to the evaluator.

24.4.4.2 The employee being evaluated and the evaluator shall meet at a prearranged date and time but no later than October 31 to discuss:

24.4.4.2.1 Objectives to be achieved during the evaluation period consistent with 24.2 and 24.3 above;

24.4.4.2.2 The supportive documentation to be reviewed at the observation;

24.4.4.2.3 A schedule of the initial observation which shall occur by December 15 of that school year and the follow-up conference to be held within ten (10) workdays.

24.4.4.3 The evaluator shall meet with the employee when deficiencies are noted to make him/her aware of deficiencies, to identify area(s) of needed improvement, and to recommend available resources for support.

24.4.4.3.1 The evaluator shall provide the employee with a written statement of the area(s) of deficiency, needed improvement, and available resources for support.

24.4.4.3.2 The employee has the responsibility to utilize and the right to expect assistance provided to him/her in order to remediate the identified deficiency or problems.

24.5 Assistance and review shall include observation(s) of the employee as follows:

24.5.1 The formal observation shall last at least thirty (30) minutes or one (1) full period; shall be made known to the employee two (2) workdays prior to its occurrence; and shall be followed by a conference within ten (10) workdays of the observation in which the evaluator and the employee shall review the written observation.

24.5.1.1 A negative classroom observation report shall occur only from information that is the result of direct observation. When mutually agreed, the conference may be extended beyond ten (10) workdays and shall be noted on the Classroom Observation Form. Subsequent observations and/or conferences may be scheduled when deemed necessary.

24.5.1.2 An employee who receives a negative observation report on his/her initial observation may request and receive one subsequent formal observation to be conducted in accordance with the terms of this Article.

24.5.2 In preparing the final evaluation form for placement in the employee's personnel file:

24.5.2.1 The evaluator may rely on information and data collected through formal and informal observations, evaluation conferences, and other appropriate sources (including, but not limited to, school site administrators, support personnel, parents, etc.).

24.5.2.2 At least two (2) observations (one of which must be a formal observation) shall take place prior to any negative comments or judgments included in the final evaluation.

24.6 A final evaluation conference between the employee and evaluator shall be held no later than thirty (30) calendar days prior to the end of the school year to discuss the content of the final evaluation form. A copy thereof shall be transmitted to the certificated employee at this final evaluation conference no later than 30 calendar days before the employee's last scheduled school day for the school year in which the evaluation takes place. An official copy will be provided to the employee thereafter by Human Resources. The employee may prepare a written statement which shall be attached to the final evaluation.

24.7 Association representative(s) may be present at meetings described in this Article.

24.8 All employees hired on or after October 1 shall go through an observation process which shall last at least thirty (30) minutes or one (1) full period, shall be made known to the employee two (2) workdays prior to its occurrence, and shall include a follow-up conference. A written summary, including the employee and supervisor's signatures, is required and must be submitted to Human Resources. All employees hired after March 31 may be observed at the supervisor's discretion. Sections 24.3, 24.4, (with the exception of 24.4.4.3.2), 24.5, and 24.6 shall not apply to employees hired on or after October 1.

ARTICLE XXV: SALARY AND BENEFITS

25.1 Health coverage benefits will be provided with a composite rate for each full-time (184 days or more) employee which covers medical, dental, orthodontia, and vision for the employee and family, and Term Life Insurance for the employee only. The employer cap is found in Appendix G. Employees will be given a choice of medical plans (Appendix H). Employees will be responsible for paying the additional cost above the cap. For part-time employees who work half-time or more, the employer will pay the pro-rata premium according to the percentage of time worked. The employee will be responsible for paying the balance of the insurance cost which will be processed through a Section 125 Plan. Employees have the option of a Section 125 plan for unreimbursed health care and dependent day care expenses (Appendix I).

Each employee hired prior to April 15, 1990, shall have a composite rate paid for medical insurance by the Employer for each retiree and his/her eligible dependents provided he/she qualified according to the policy adopted by the Madera County Board of Education (BP 3601). If the insurance is not selected by the employee at the time of retirement from MCOE, the above shall not be applicable.

25.2 For specific information regarding mileage compensation, refer to the current Travel Policy MCOEP 3241.

25.3 Each employee shall have the annual option of being paid on an eleven (11) or eleven (11) with one deferred payment. Some employees working 220 days shall receive twelve (12) equal payments. Some employees have been grandfathered

with twelve (12) equal payments. Once these grandfathered employees leave MCSOS employment, this option will cease.

- 25.4 Supplemental Contracts: Upon completion of additional contracted days, a supplemental check shall be released to the employee.
- 25.5 Certificated employees shall have the option of having their salary checks mailed to them, direct deposited, or picked up. This choice shall be made prior to the issuance of the first warrant on a form provided.
- 25.6 Annual longevity payments for continuous years of service with MCOE or total approved years of experience shall be paid as outlined in the Certificated Salary Schedules (Appendix G). Approved leaves of absence shall not count as a break in service for the purpose of determining continuity of service.
- 25.7 Employees hired after the start of the school year and who work less than 75% of the school year shall not receive a year's credit towards probationary status or longevity and will remain on the same salary step the following year. However, employees may move across the salary schedule to the appropriate range based on completion of the required number of units.
- 25.8 Employees who work less than 75% of the school year will remain on the same salary step for the following year. However, when the employee has worked consecutive part-time years that equal one full-time year, the employee will advance a salary step for the following school year. Employees may move across the salary schedule to the appropriate range based on completion of the required number of units.

- 25.9 Salary payment for longevity shall be prorated for employees who are employed for less than full time in their assigned position.
- 25.10 Grandfather Clause:
- Employees working less than a full-time equivalent contract and who received non-prorated payment for longevity and/or degree in the 1996-1997 school year shall continue to receive non-prorated payments.
- 25.11 Probationary employees who work 75% or more of a school year shall receive one year's credit towards longevity and shall advance to the next step the following school year.
- 25.12 A \$2,000 annual payment will be applied to all Designated Instructional Services (DIS) certificated full-time equivalent positions except Speech and Language Pathologists and School Nurses.
- 25.13 Prior paid certificated teaching experience will be allowed in the initial rating on a year-for-year basis using completion of 75% or more of a full school year as a year's credit. The individual will be placed in the proper column and step based upon verified units and experience. For MCSOS part-time certificated employees, 75% of a part-time assignment will be considered a full year.
- 25.15 Post-baccalaureate employment experience, verified by official documents or statements from employers, in recognized and accepted fields of professional nursing practice which must include direct patient care shall be accepted for creditable experience when determining original placement on the salary schedule.
- (Appendix G for Salary Schedules)

ARTICLE XXVI: CONFORMITY TO LAW

- 26.1 If any provision of this Agreement or any application thereof to any employee is held by the highest court of the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 26.2 Should a provision or application be deemed invalid, as described in paragraph 26.1 above, the Employer shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE XXVII: DUE PROCESS FOR DISCIPLINE

- 27.1 This Article provides due process for disciplinary actions outlined below. It does not affect other personnel actions (e.g. evaluation, employee termination) which may be governed by the Education Code or other statutes nor shall it apply to the non-reelection/retention of probationary employees.
- 27.2 The employee may request the presence of an Association representative at any meeting scheduled by an administrator where disciplinary action is anticipated.
- 27.3 The disciplinary action must be based upon just cause and according to the principles of progressive discipline. The steps listed below shall be followed in the progressive discipline process. **However, steps may be skipped if the severity or nature of the offense justifies.** All disciplinary action will include a plan to assist the employee to rectify the area(s) of concern.
- a. Oral Warning

Oral warnings shall be the first step in all discipline procedures (except as noted above). No written record shall be placed in the employee's personnel file.
 - b. Written Reprimand

Written reprimands shall not typically be used under this article unless the employee has received an oral warning. The employee shall receive a copy of the written reprimand, and a copy may be placed in the employee's personnel file. The employee may prepare a written response at any time, which shall be attached to the written reprimand.

c. Suspension Without Pay

Suspension without pay shall not be used under this article unless the employee has received a written reprimand. In all instances, the length of the suspension shall relate to the severity of the action and suspension history of the employee and shall be up to a maximum of fifteen (15) days per Government Code 3543.2. However, such suspensions without pay may exceed fifteen (15) days for reasons cited in the Education Code, such as EC 44939. Notice of suspension shall be made in writing and served in person or by certified mail upon the employee by the Superintendent or designee.

27.4 Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.

27.5 The Madera County Superintendent of Schools may suspend an employee pursuant to the following based upon just cause, including, but not limited, to:

- a. Unauthorized absence, including abuse of sick leave provisions;
- b. Repeated unauthorized tardiness;
- c. Repeated failure to perform regular or other assigned duties;
- d. Commission of an act involving moral turpitude;
- e. Insubordination;
- f. While on duty, used, sold/furnished, was under the influence of, or unlawfully possessed any controlled substance (as defined in Health and Safety Code Section 11007), an alcoholic beverage, or an intoxicant of any kind;
- g. While off duty, unlawfully sold/furnished or possessed any controlled substance (as defined in Health and Safety Code Section 11007);

- h. Knowingly provided verbal or written confidential student information to individuals not legally entitled to such information;
- i. Failure to comply with, or abuse of, any section or Article of this contract;
- j. Dishonesty;
- k. Behavior of such extreme nature, on or off duty, which would cause discredit to his/her employer, program, assigned district, or his/her employment; and
- l. Any cause set forth in Section 44932 of the California Education Code.

27.6 Procedure for Imposing Suspension Without Pay

- a. Prior to imposition of suspension without pay, the Madera County Superintendent of Schools shall give written notice to the employee which will include notification to the employee concerning the employee's right to representation through the Association. This written notice of disciplinary action shall be deemed sufficient if personally delivered or sent to the employee by certified mail, return receipt requested, at least five (5) working days prior to the date when the disciplinary action is proposed to be effected.
- b. The contents of the written notice shall include, but need not be limited to, the following:
 - i. A statement of the specific acts and omissions upon which the disciplinary action is based;
 - ii. A statement of the cause, or causes, for the action taken;
 - iii. If it is claimed that the employee has violated a rule or regulation of the Madera County Superintendent of Schools, a statement of the rule or regulation;

- iv. A statement of the suspension proposed including beginning and ending date(s);
 - v. A statement that the employee has the right to participate in a pre-suspension conference and a proposed date, time, and place for such pre-suspension conference;
 - vi. A statement that if the employee does not respond pursuant to v., Madera County Superintendent of Schools will impose the suspension as noticed;
 - vii. The pre-suspension discussion, unless waived, shall take place not less than five (5) nor more than ten (10) days from the date of the notice.
- c. The pre-suspension conference shall be informal. The employee shall be given the opportunity to present facts and arguments regarding the proposed suspension.
 - d. The Superintendent or his/her designee shall inform the employee of the decision to suspend or not to suspend within three (3) days from the date of the pre-suspension conference.
- 27.7 Nothing in this Article shall limit the Madera County Superintendent of Schools' right to institute dismissal, non-reelection and/or immediate suspension and mandatory leave of absence proceedings as set forth in California Education Code, nor shall discipline under this Article be regarded as a precondition to any proceedings under the California Education Code.

ARTICLE XXVIII: SAFETY

28.1 Both parties agree to comply with all health and safety requirements imposed by state or federal law or regulations adopted under state and federal laws.

MCSOS shall provide a safe work environment for its employees. In order to provide the safest possible working conditions, MCSOS agrees to maintain a safety committee composed of certificated, classified, and administrative staff.

The Association shall select a representative to serve on the MCSOS Safety Committee. The Committee shall meet no less than four (4) times per year and meetings will be held during the duty day to the extent possible. Association representative shall be given release time to attend such meetings.

Employees shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being. Employees assigned to district campuses will be encouraged to obtain safety protocols for each site they report to duty.

Employees will report in writing to his/her immediate supervisor any conditions deemed by the employee to be unsafe, hazardous, unhealthy, or potentially dangerous. A management representative or designee will be readily available to respond and assist the employee with potential safety problems. MCSOS will investigate the condition and determine appropriate action.

As a result of a willful act of others (such as students, parents, co-workers) and no negligence by the employee, MCSOS shall reimburse up to \$150 to replace/repair broken eye glasses, teeth/dentures, or hearing aids. The employee is responsible to submit a receipt(s) for cost incurred to replace/repair broken eye glasses,

teeth/dentures, or hearing aids and a completed MCSOS Student Incident Report and/or an Employee Injury Report.

Indoor Air Quality

Indoor air quality is a key component to maintaining a safe and healthy work environment. MCSOS will equip all HVAC units with MERV-13 filters, provide routine maintenance including regular replacement of filters, and shall keep a maintenance log. The Association will be provided a copy of the maintenance log upon request. Classrooms and workspaces will be equipped with CO2 monitors and a portable HEPA air purifier upon request. If one or more employees working in a space occupied by multiple employees requests an air purifier, then one air purifier will be provided per each 960 square foot area.

- 28.2 When a unit member feels their safety is potentially endangered by a student, they shall inform their principal or immediate supervisor. The principal or immediate supervisor shall arrange a conference with the unit member as soon as possible. The conference with the unit member may include the parent and/or the appropriate specialist.

A unit member shall be notified in writing at the time a student is enrolled in his/her class, or as soon as is reasonably practical after MCSOS knows that the student's confidential file containing his/her history during the previous three years of violent behavior or conduct which caused, or was a threat to cause, bodily injury to another person is available for review in the administrator's office. Any information received by a unit member pursuant to this provision shall be maintained in confidence and shall not be further disseminated by the unit

member.

Unit members who are victims of criminal misconduct by students have the right to file a police report.

- 28.3 Upon written request and to the extent approved by MCSOS, unit members shall be provided with protective gear such as face shields, safety glasses, padded gloves, gowns, shin guards, forearm guards and for those unit members who are likely to come in contact with student's bodily fluids, latex gloves and mouth-to-mouth breathers.
- 28.4 At the beginning of each school year and when any new employee is assigned to an integrated site, MCSOS shall request that the administration at each integrated site include MCSOS employees and MCSOS itinerant staff assigned to those integrated sites in that site's safety alert system in order to receive timely notification of emergency events. MCSOS employees and itinerant staff working at integrated sites shall follow all instructions provided through the site's safety alert system or as may otherwise be disseminated by the site/school district in an emergency or as a result of inclement weather.

ARTICLE XXIV: TERM OF AGREEMENT

29.1 This Agreement shall remain in full force and effect from July 1, 2022, until June 30, 2025, and until such time as a successor agreement is reached. Reopeners for the third (2024/2025) year shall consist of salary and fringe benefits and three articles of choice by both parties for the reopener year. Negotiations shall commence on mutually agreed upon dates after the submission of the initial proposals and completion of the public notice requirements (i.e. sunshining).

Signed and entered into this _____ day of _____, 2023.

MADERA COUNTY SUPERINTENDENT
OF SCHOOLS

MADERA COUNTY OFFICE OF
EDUCATION TEACHERS
ASSOCIATION CTA/NEA

County Superintendent

President

ARTICLE XXIV: TERM OF AGREEMENT

29.1 This Agreement shall remain in full force and effect from July 1, 2022, until June 30, 2025, and until such time as a successor agreement is reached. Reopeners for the third (2024/2025) year shall consist of salary and fringe benefits and three articles of choice by both parties for the reopener year. Negotiations shall commence on mutually agreed upon dates after the submission of the initial proposals and completion of the public notice requirements (i.e. sunshining).

Signed and entered into this 21st day of September, 2023.

MADERA COUNTY SUPERINTENDENT
OF SCHOOLS


County Superintendent

MADERA COUNTY OFFICE OF
EDUCATION TEACHERS
ASSOCIATION CTA/NEA


President

APPENDIX A

**MADERA COUNTY OFFICE OF EDUCATION
CERTIFICATED MAKE-UP DAY(S)
DUE TO SCHOOL CLOSURE**

EMPLOYEE NAME _____

Last 4 digits of SS# _____

SUPERVISOR _____

WORK SITE e e _____

DAY(S) SCHOOL WAS NOT IN SESSION _____ e _____

In the event of a snow day, power outage, or other unforeseen circumstances causing school closure, please indicate which option you are requesting:

- ☐ Work the day(s) immediately following the end of the regular school year or the number of days required to fulfill your contract during Extended Session without additional pay.
- ☐ Work multiple days in excess of the assigned work hours per day equivalent to the required day(s). However, daily work hours must not exceed eight (8) hours.
- ☐ I intend to submit a Personal Leave Request Form for the day(s) in lieu of actually working, subject to approval and the availability of Personal Leave.
- ☐ I am an itinerant staff person and would like to work the following day(s) in order to make up for the school closure day(s). The specific day(s) I plan to work are listed below:

Signature of Employee

Date

I _____ recommend/ _____ do not recommend approval of the make-up day(s) requested.

Signature of Supervisor/Program Director

Date

Administrative Signature

Date

Human Resources _____
(Initials)

APPENDIX B



Madera County Superintendent of Schools
Use of Assigned Cellular Phone Form

Employee Name: _____
Type/Print

Cellular Phone Number: _____

Program/Division: _____

MCSOS Employee declares as follows:

1. I, _____, am an employee of the Madera County Superintendent of Schools and have been assigned a cellular phone account number _____.
2. I will use the assigned cellular phone exclusively for business-related activities: to make and receive calls, text messages, or send and receive data (which may include emails, contacts, calendar events, pictures, and other business-related materials).
3. I understand personal use of the equipment and services to make and receive phone calls, text messaging, and transmission of data are not permitted. In the event of use for a personal emergency, contact your supervisor immediately and report the usage **in writing** (or email) to your supervisor as soon as practicable. Include in the written report the date and time of the services used, including number of minutes used, if appropriate.

Dated and signed at 1105 South Madera Avenue, Madera, California, on the _____
day of _____, 20__.

Employee Signature

APPENDIX C

Leave Requests Quick Reference – Certificated Employees

All Certificated employees are required to report absences in Absence Management as soon as the need is known, but not less than 2 hours prior to the start of the workday. Absence Management may be accessed by phone or internet.

Absence Management: 1-800-942-3767 www.frontlineeducation.com

Username: Telephone Number **Password:** Your PIN#

All employees are advanced the allotted annual number sick/personal leave accruals at the start of the school year, or at the start of employment if hired after the school year has commenced (to be prorated, if necessary).

Sick Leave (SL): Sick leave is to be used for the employee's own illness and/or medical/dental appointments that cannot be scheduled outside of the work day.

Personal Leave

All Personal leave shall not be allowed if it results in the extension of a holiday, vacation period, or school break (exceptions may be made by the Superintendent or designee due to special circumstances), for personal convenience or recreational activities, or other normal minor matters which can be dealt with outside the workday.

Personal Necessity Leave (PL): Each employee may use up to 7 days per year of his/her sick leave as personal leave. Personal leave comes out of your sick leave balance. It is coded differently to properly account for time used. **Personal leave may be used for the following reasons:**

1. Death or serious illness of immediate family member*.
2. Accident involving employee's person or property, or immediate family member's* person or property.
3. Bereavement, other than immediate family member* (1 day per year).
4. Child School Activity (up to 1 day per month, not to exceed 40 hours/year).
5. Requests for personal leave for any other than the above reasons must be provided to the supervisor in advance, with the general nature of the need explained. The absence must also be entered into Absence Management according to the above requirement.

Healthy Workplaces, Healthy Families Act of 2014 (AB1522): Three days from the total of 7 days of personal leave may be used for the following reasons:

1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's immediate family member*.
2. An employee who is a victim of domestic violence, sexual assault, or stalking.

Compelling Personal Leave (CPL): Two days from the total of 7 days of personal leave may be used for compelling personal importance, also known as "no tell" days.

Additional Personal Leave (LC233): Additional personal leave may be used ONLY for illness of immediate family member* and ONLY if sick leave is available and regular personal leave is exhausted. Each employee may use up to 6 days per year as additional personal leave, if necessary.

Bereavement (immediate family): An employee shall be entitled to a maximum of 3 days, or 5 days if one-way travel exceeds 325 miles, without loss of salary on account of the death of an immediate family member*. If a death involves a member's mother, father, spouse, or child, one additional day shall be available.

If you are unsure of the type of leave you may request or have any questions regarding the use of sick/personal leave, you should refer to your CTA Contract. Do not hesitate to call your immediate supervisor, program director, or human resources for guidance. At times administration may need to make changes or corrections to your leave requests after they have been submitted to ensure leave is used appropriately and in accordance with the collective bargaining agreement as outlined above.

***PLEASE SEE REVERSE FOR DEFINITIONS OF IMMEDIATE FAMILY MEMBER, WHICH DIFFER DEPENDING ON THE TYPE OF LEAVE REQUESTED.**

IMMEDIATE FAMILY DEFINITIONS

Relative	Personal Leave	LC233 Additional Personal Leave	AB1522 Healthy Workplaces, Healthy Families Act	Bereavement	Catastrophic Leave
Any Relative Living In Immediate Household	X			X	X
Child of Employee	X	X	X	X	X
Daughter-in-Law				X	
Domestic Partner		X			
Foster Child of Employee			X	X	
Grandchild of Employee	X		X	X	X
Grandparent of Employee			X	X	
Grandparent of Spouse			X	X	
Legal Ward (Child)			X		
Parent of Employee	X	X	X	X	X
Parent of Spouse			X	X	
Registered Domestic Partner	X	X	X	X	X
Sibling of Employee			X	X	
Son-in-Law				X	
Spouse	X	X	X	X	X
Step Parent of Employee	X		X	X	X
Step Parent of Spouse	X		X	X	X
Stepchild of Employee	X		X	X	X
Stepchild of Spouse	X			X	X

APPENDIX D

**MADERA COUNTY SUPERINTENDENT OF SCHOOLS
REQUEST FOR PARENTAL LEAVE**

(To be completed by employee and supervisor)

Must be submitted at least 30 calendar days prior to the beginning of the leave.

TO: Human Resources

FROM: e _____ e
Employee Name

Last 4 digits of SS# _____

Job Title

School or Work Site

When an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent due to parental leave, he/she is entitled to receive differential pay during the remainder of the 12 workweeks. Regardless of the amount of differential pay, employees shall receive no less than 50% of his/her daily rate of pay during the approved parental leave.

Parental Leave must be used in a minimum of one (1) week increments up to 12 workweeks within the first 12 months of the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

I am voluntarily requesting Parental Leave beginning e e e and ending e.

Total number of days _____

Do you intend to resume employment with MCSOS at the end of the Parental Leave?

_____ Yes _____ No

I understand that unpaid leave will result in a reduction of service credit for PERS/STRS and may ultimately reduce my retirement benefits.

I hereby certify that the foregoing is a true statement of the reasons or cause for my request for Parental Leave from the Madera County Superintendent of Schools.

Employee Signature

Date _____

I _____ recommend/_____ do not recommend approval of the requested leave.

Immediate Supervisor Signature

Date _____

Administrative Signature

Date _____

Human Resources _____
(Initials)

(For Office Use: Original – File, Copy – Employee)

APPENDIX E

MADERA COUNTY SUPERINTENDENT OF SCHOOLS
1105 South Madera Avenue, Madera, CA 93637 Tel. (559) 673-6051 FAX (559) 673-5569
CECILIA A. MASSETTI, Ed.D., Superintendent

Name of Grievant: _____ Assignment: _____
Date grievance occurred: _____
Date(s) of Informal Conference(s) held between grievant and his/her Supervisor: _____
Decision Rendered: _____

GRIEVANCE FORM

LEVEL ONE

1. Today's Date: _____ (Must be submitted within 10 work days after the Informal Level Conference)
2. Description of Grievance _____
 - a. Circumstances Giving Rise to the Alleged Grievance _____
 - b. Article of Contract Allegedly Violated _____
 - c. Remedy Sought _____
 - d. Level One Conference Requested by Grievant/Immediate Supervisor? Yes ☐ No ☐

Grievant's signature _____ Date _____
3. Date Received by Immediate Supervisor _____
4. Date of Conference (Within 10 workdays of No. 3) _____
5. Supervisor's Response (Within 15 work days of receiving the Grievance) _____

Supervisor's Signature _____ Date _____
6. Date Received by Grievant _____
7. Grievant Concurs? Yes ☐ No ☐ If no, State Reasons: _____

Grievant's Signature _____ Date _____

LEVEL TWO – (Attach copies of all previous written communications)

1. Date of appeal to Superintendent's Designee (within 10 work days of LEVEL ONE, No. 5) _____
2. Level Two Conference Requested by Grievant/Superintendent's Designee? Yes ☐ No ☐
3. Date of conference (Within 7 work days of LEVEL TWO, No. 1) _____
4. Superintendent's Designee's response (Within 10 work days of LEVEL TWO, No. 1) _____

Superintendent's Designee's Signature _____ Date _____
5. Date Received by Grievant _____
6. Grievant Concurs? Yes ☐ No ☐ If no, State Reasons: _____

Grievant's Signature _____ Date _____

LEVEL THREE – (Attach copies of all previous written communications)

1. Date of Appeal to Superintendent (Within 7 work days of LEVEL TWO, No. 5) _____

A. Include a clear, concise statement of the reason(s) for the appeal and the specific remedy sought _____
2. Level Three Conference Requested by Grievant/Superintendent? Yes ☐ No ☐
3. Date of Conference (Within 10 work days of LEVEL THREE, No. 1) _____
4. Decision of Superintendent (Within 20 work days of LEVEL THREE, No. 1) _____

Superintendent's Signature _____ Date _____

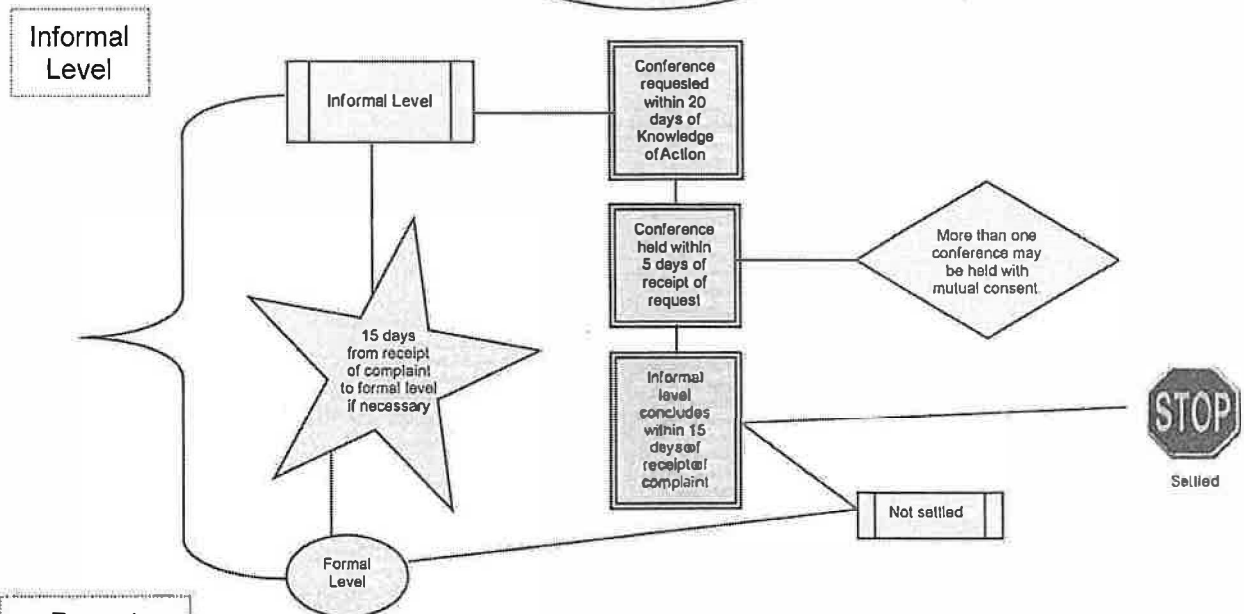
Grievant's Signature _____ Date _____

Level One Distribution: Grievant/Immediate Supervisor/Association/Human Resources
Level Two Distribution: Grievant/Immediate Supervisor/Superintendent's Designee/Association/Human Resources
Level Three Distribution: Grievant/Immediate Supervisor/Superintendent/Association/Human Resources

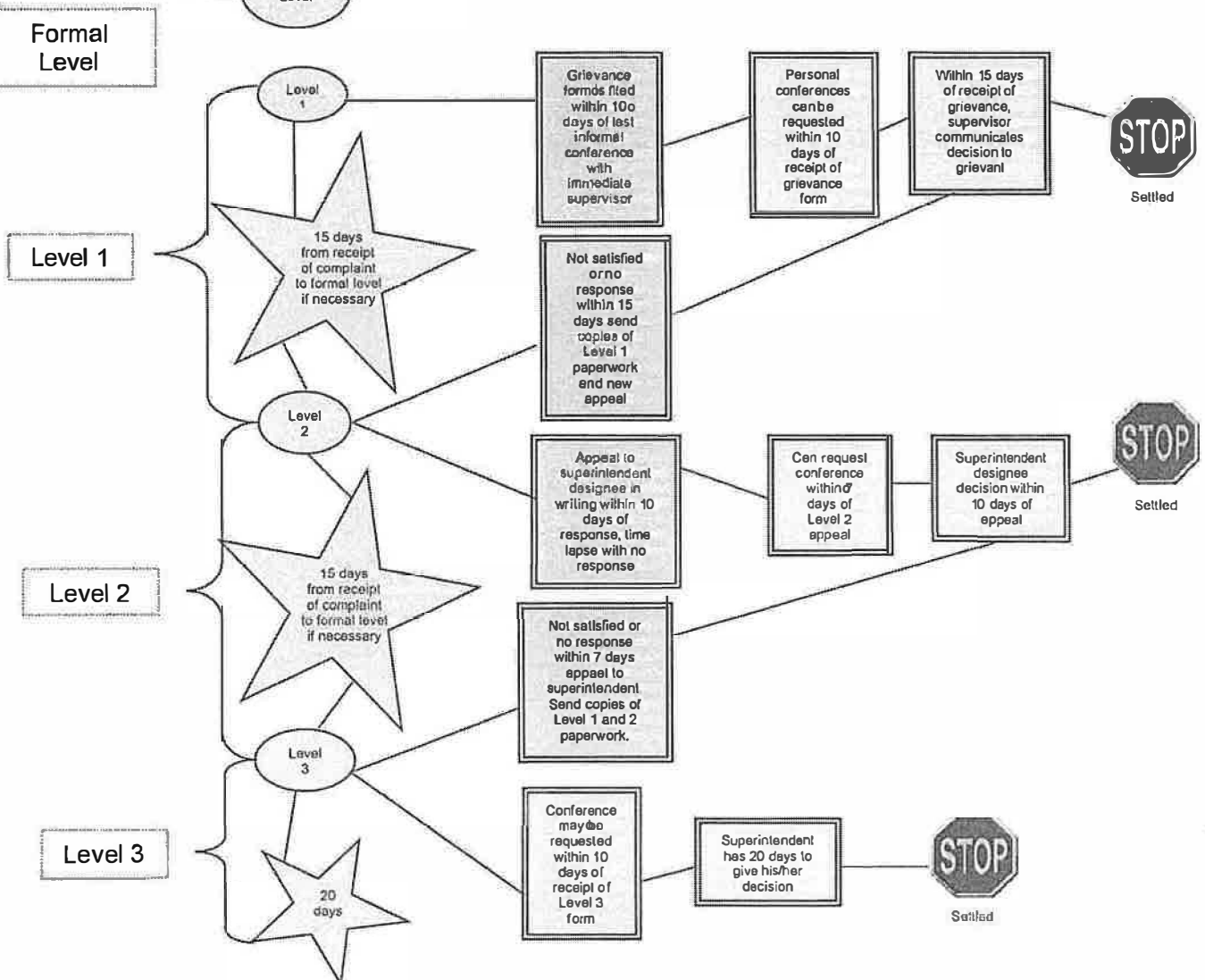
Grievance Procedure

All time lines are in working days.

Informal Level



Formal Level



APPENDIX F

Evaluatee's Name: _____

MADERA COUNTY OFFICE OF EDUCATION

Evaluation Objectives

Evaluation Category Note specific standard(s)/subcategory(ies) (i.e., I. C. -- see attached)	Specific Objective (To be submitted to the Evaluator by October 1)	Place an asterisk (*) if objective is changed. Attach the change.	Evaluator's Comments (Evaluator Review by October 31)	Evaluatee's Comments

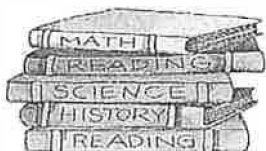
The objectives have been reviewed and agreed upon in a conference on _____ (date) The date of observation is scheduled for _____

The specific standard(s)/subcategory(ies) to be focused on will be _____ (i.e. I.C. and III.A.)

The following supportive documentation will be reviewed at the observation: _____

Evaluator's Signature _____

Evaluatee's Signature _____



The California Standards For the Teaching Profession



I. Engaging and Supporting All Students in Learning

- A. Connecting students' prior knowledge, life experience, and interests with learning goals;
- B. Using a variety of instructional strategies and resources to respond to students' diverse needs;
- C. Facilitating learning experiences that promote autonomy, interaction, and choice;
- D. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful;
- E. Promoting self-directed, reflective learning for all students.

II. Creating and Maintaining Effective Environments for Student Learning

- A. Creating a physical environment that engages all students;
- B. Establishing a climate that promotes fairness and respect;
- C. Promoting social development and group responsibility;
- D. Establishing and maintaining standards for student behavior;
- E. Planning and implementing classroom procedures and routines that support student learning;
- F. Using instructional time effectively.

III. Understanding and Organizing Subject Matter for Student Learning

- A. Demonstrating knowledge of subject matter content and student development;
- B. Organizing curriculum to support student understanding of subject matter;
- C. Interrelating ideas and information within and across subject matter areas;
- D. Developing student understanding through instructional strategies that are appropriate to the subject matter;
- E. Using materials, resources, and technologies to make subject matter accessible to students.

IV. Planning Instruction and Designing Learning Experiences for All Students

- A. Drawing on and valuing students' backgrounds, interests, and developmental learning needs;
- B. Establishing and articulating goals for student learning;
- C. Developing and sequencing instructional activities and materials for student learning;
- D. Designing short-term and long-term plans to foster student learning;
- E. Modifying instructional plans to adjust for student needs.

V. Assessing Student Learning

- A. Establishing and communicating learning goals for all students;
- B. Collecting and using multiple sources of information to assess student learning;
- C. Involving and guiding all students in assessing their own learning;
- D. Using the results of assessments to guide instruction;
- E. Communicating with students, families, and other audiences about student progress.

VI. Developing as a Professional Educator

- A. Reflecting on teaching practice and planning professional development;
- B. Establishing professional goals and pursuing opportunities to grow professionally;
- C. Working with communities to improve professional practice;
- D. Working with families to improve professional practice;
- E. Working with colleagues to improve professional practice;
- F. Balancing professional responsibilities and maintaining motivation.

Certificated Evaluation Summary

Name: _____ Probationary (0) Probationary year (1) (2) Permanent

School: _____ t _____ t t t Date: _____ t t t Time: _____ t _____ t

Assignment: _____

I. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING*

Meets MCSOS expectations
Needs to improve to meet MCSOS expectations
Unsatisfactory

- A. Connecting students' prior knowledge, life experience, and interests with learning goals;
- B. Using a variety of instructional strategies and resources to respond to students' diverse needs;
- C. Facilitating learning experiences that promote autonomy, interaction, and choice;
- D. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful;
- E. Promoting self-directed, reflective learning for all students.

Comments:

II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING*

Meets MCSOS expectations
Needs to improve to meet MCSOS expectations
Unsatisfactory

- A. Creating a physical environment that engages all students;
- B. Establishing a climate that promotes fairness and respect;
- C. Promoting social development and group responsibility;
- D. Establishing and maintaining standards for student behavior;
- E. Planning and implementing classroom procedures and routines that support student learning;
- F. Using instructional time effectively.

Comments:

III. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING*

Meets MCSOS expectations
Needs to improve to meet MCSOS expectations
Unsatisfactory

- A. Demonstrating knowledge of subject matter content and student development;
- B. Organizing curriculum to support student understanding of subject matter;
- C. Interrelating ideas and information within and across subject matter areas;
- D. Developing student understanding through instructional strategies that are appropriate to the subject matter;
- E. Using materials, resources, and technologies to make subject matter accessible to students.

Comments:

IV. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS*

Meets MCSOS expectations
Needs to improve to meet MCSOS expectations
Unsatisfactory

- A. Drawing on and valuing students' backgrounds, interests, and developmental learning needs;
- B. Establishing and articulating goals for student learning;
- C. Developing and sequencing instructional activities and materials for student learning;
- D. Designing short-term and long-term plans to foster student learning;
- E. Modifying instructional plans to adjust for student needs.

Comments:

Name: _____

V. ASSESSING STUDENT LEARNING*

Meets MCSOS expectations
Needs to improve to meet MCSOS expectations
Unsatisfactory

- A. Establishing and communicating learning goals for all students;
- B. Collecting and using multiple sources of information to assess student learning;
- C. Involving and guiding all students in assessing their own learning;
- D. Using the results of assessments to guide instruction;
- E. Communicating with students, families, and other audiences about student progress.

Comments: _____

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR*

Meets MCSOS expectations
Needs to improve to meet MCSOS expectations
Unsatisfactory

- A. Reflecting on teaching practice and planning professional development;
- B. Establishing professional goals and pursuing opportunities to grow professionally;
- C. Working with communities to improve professional practice;
- D. Working with families to improve professional practice;
- E. Working with colleagues to improve professional practice;
- F. Balancing professional responsibilities and maintaining motivation.

Comments: _____

Adjunct Duties: (Specify responsibilities in addition to regular assignment)

- 1. _____
- 2. _____
- 3. _____

Suggestion(s) to enhance student learning:

Recommended for continued employment

Unsatisfactory (see attached Employee Improvement Plan)

Not recommended for continued employment (use with probationary employees only)

Summary:

Walk Through Observation(s)

Date(s) _____

Full Lesson Observation(s)

Date(s) _____

Follow up Conferences

Dates _____

Employee's Signature _____

Date _____

Evaluator's Signature _____

Date _____

Asst. Supt./Division Administrator's Signature _____

Date _____

Notice: If "Needs to Improve" is marked, evaluator must complete Employee Improvement Plan.

Attach Additional Pages if Necessary

3/2015



MCSOS Standards for the School Nurse Profession



I. Performance Areas

- A. Completes health and development history forms as necessary;
- B. Conducts mandated screenings for vision, hearing, and scoliosis;
- C. Oversees mandated services for immunizations and first grade physicals;
- D. Maintains school health data:
 - 1. Pertinent medical records and health information will be available in the individual student health record.
 - 2. Observes confidentiality of the rights of access as required by law.
- E. Assures that students comply with state legal requirements regarding immunizations and communicable diseases;
- F. Provides periodic staff development on up-to-date first-aid procedures for school personnel as time permits;
- G. Oversees that first aid kits are fully equipped and in strategic locations on the campuses;
- H. Reviews accident reports and reports safety hazards to appropriate administrators;
- I. Identifies students' health needs and refers suspected health problems to the appropriate source of health care and follows up as appropriate by use of health referrals;
- J. Provides designated health nursing services to specific students as appropriate as indicated by treatment logs.

II. Instructional Techniques and Strategies

- A. Provides procedural training and supervision for medication administration and specialized health care procedures as verified by training logs and on-site monitoring;
- B. Inservices staff regarding mandated services, e.g., blood borne pathogens and universal precautions;
- C. As a member of the IEP/IFSP team, prepares reports and/or interprets medical information as appropriate.

III. Health Counseling and Education

- A. Provides health counseling and/or education to students, parents, and teachers as time permits. Documented by inservice records, classroom documentation, and/or health record documentation;
- B. Participates in planning and implementation of a health education program as time permits. Documented by committee assignments.

IV. Staff Relationships

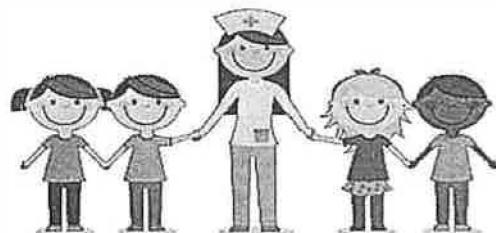
- A. Maintains a professional working relationship with colleagues;
- B. Carries share of assigned responsibilities willingly and readily;
- C. Exhibits good communication skills.

V. Organization

- A. Follows established work schedule;
- B. Makes effective use of time and meets deadlines;
- C. Is prompt and accurate with state mandated reports and forms.

VI. Professional Commitment

- A. Accepts new ideas readily. Is flexible and deals with stress in a positive manner;
- B. Maintains high standards of ethics in all professional matters;
- C. Actively updates skills through workshops, conferences, etc.



CERTIFICATED EVALUATION SUMMARY SCHOOL NURSE

Name: _____ Probationary 0 Probationary Year (1) (2) Permanent

Assignment: _____ Date: _____ Time: _____

I. Performance Areas

Meets MCSOS expectations
Needs to improve to meet MCSOS Expectations
Unsatisfactory

- A. Completes health and development history forms as necessary;
- B. Conducts mandated screenings for vision, hearing, and scoliosis;
- C. Oversees mandated services for immunizations and first grade physicals;
- D. Maintains school health data:
 - 1. Pertinent medical records and health information will be available in the individual student health record.
 - 2. Observes confidentiality of the rights of access as required by law.
- E. Assures that students comply with state legal requirements regarding immunizations and communicable diseases;
- F. Provides periodic staff development on up-to-date first-aid procedures for school personnel as time permits;
- G. Oversees that first aid kits are fully equipped and in strategic locations on the campuses;
- H. Reviews accident reports and reports safety hazards to appropriate administrators;
- I. Identifies students' health needs and refers suspected health problems to the appropriate source of health care and follows up as appropriate by use of health referrals;
- J. Provides designated health nursing services to specific students as appropriate as indicated by treatment logs.

Comments:

II. Instructional Techniques and Strategies

Meets MCSOS expectations
Needs to improve to meet MCSOS Expectations
Unsatisfactory

- A. Provides procedural training and supervision for medication administration and specialized health care procedures as verified by training logs and on-site monitoring;
- B. Inservice staff regarding mandated services, e.g., blood borne pathogens and universal precautions;
- C. As a member of the IEP/IFSP team, prepares reports and/or interprets medical information as appropriate.

Comments:

III. Health Counseling and Education

Meets MCSOS expectations
Needs to improve to meet MCSOS Expectations
Unsatisfactory

- A. Provides health counseling and/or education to students, parents, and teachers as time permits. Documented by inservice records, classroom documentation, and/or health record documentation;
- B. Participates in planning and implementation of a health education program as time permits. Documented by committee assignments.

Comments:

IV. Staff Relationships

Meets MCSOS expectations
Needs to improve to meet MCSOS Expectations
Unsatisfactory

- A. Maintains a professional working relationship with colleagues;
- B. Carries share of assigned responsibilities willingly and readily;
- C. Exhibits good communication skills.

Comments:

V. Organization

Meets MCSOS expectations
Needs to improve to meet MCSOS Expectations
Unsatisfactory

- A. Follows established work schedule;
- B. Makes effective use of time and meets deadlines;
- C. Is prompt and accurate with state mandated reports and forms.

Comments:

VI. Professional Commitment

Meets MCSOS expectations
Needs to improve to meet MCSOS Expectations
Unsatisfactory

- A. Accepts new ideas readily. Is flexible and deals with stress in a positive manner;
- B. Maintains high standards of ethics in all professional matters;
- C. Actively updates skills through workshops, conferences, etc.

Comments:

Adjunct Duties: (Specify responsibilities in addition to regular assignment)

1. _____
2. _____

Suggestion(s) to enhance professional performance:

Evaluation Summary:

Recommended for continued employment

Unsatisfactory (see attached Employee Improvement Plan)

Not recommended for continued employment (use with probationary employees only)

Summary:

Observation(s) Date(s): _____

Review of Health Records Date(s): _____

Follow up Conference(s) Date(s): _____

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Asst. Supt./Division Administrator's Signature _____ Date _____

Notice: If "Needs to Improve" is marked, evaluator must complete Employee Improvement Plan.

EMPLOYEE IMPROVEMENT PLAN

Name: _____ Probationary 0 Probationary year (1) (2) Permanent

School: _____ Date: _____ Time: _____

Assignment: _____

Area(s) Needing Improvement (Please be very specific)	Plan of Action for Improvement (Please be very specific)	Assessment of Achievement or Lack Thereof (To be completed upon re-evaluation date)

Evaluator Comments:

--

Employee Comments:

--

This Employee Improvement Plan has been reviewed and discussed by the evaluator and employee.

Signature of Employee: _____

Date: _____

Signature of Evaluator: _____

Date: _____

Signature of Asst. Supt./Div. Admin: _____

Date: _____

MADERA COUNTY SUPERINTENDENT OF SCHOOLS

CLASSROOM OBSERVATION FORM

(See attached Evaluation Objectives)

Name of Certificated Employee Being Observed

Name of Evaluator

Date of Observation

School/Site

Time of Observation: From _____ To _____

☐ Classroom Observation Conference was extended (see attached Classroom Observation Extension Form).

A. Instructional Environment:

--

B. Activities Observed:

--

C. Comments:

--

D. Directives, Recommendations, and/or Suggestions:

--

E. Available Resources for Support:

--

Signed: _____
Evaluator Date

F. Certificated Employee's Comments:

--

Signed: _____
Certificated Employee Date

(The Certificated Employee's signature does not constitute endorsement of the Evaluator's notations but is a recognition that discussion has taken place)

MADERA COUNTY SUPERINTENDENT OF SCHOOLS

REQUEST TO EXTEND THE EVALUATION OF AN "ELIGIBLE" CERTIFICATED EMPLOYEE

☐ From the Second Year to the Third Year

☐ From the Third Year to the Fourth Year

(Please attach original written request to this form)

Name of Employee: _____

Person Requesting Extension: _____

Certificated employee meets all criteria as outlined in
Article XXIV of the Contract between MCSOS and
MCOETA CTA/NEA:

Yes ☐ No ☐

Request is mutually agreed to:

Yes ☐ No ☐

If request was denied, the reason must be discussed by
the employee and evaluator. Has such discussion occurred?

Yes ☐ No ☐

Certificated Employee

Date

Evaluator

Date

DISTRIBUTION: Original - Human Resources

Copy - Employee and Evaluator

APPENDIX G