

AGREEMENT

By and Between

MARK WEST UNION
SCHOOL DISTRICT

And

MARFAC ASSOCIATION
CALIFORNIA TEACHERS
ASSOCIATION NATIONAL
EDUCATION ASSOCIATION

July 1, 2023 through June 30, 2026

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ARTICLE I - Agreement

- 1.1 The Articles and Provisions contained herein constitute the sole agreement by and between the MARK WEST UNION SCHOOL DISTRICT, hereinafter called "DISTRICT" and MARFAC ASSOCIATION/CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION, hereinafter called "ASSOCIATION". This Agreement shall remain in full force and effect from ratification date to June 30, 2026.

ARTICLE II - Recognition

- 2.1 The District hereby recognizes the Association as the exclusive bargaining agent and representative of all regularly employed certificated employees including both full and part time teachers and excluding substitutes, management, confidential and supervisory personnel.

ARTICLE III - Management Rights and District Powers

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to: Direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operations; determine the curriculum, build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 3.3 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of the Agreement.

ARTICLE IV - Definitions

- 4.1 "Unit member" refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 4.2 Negotiable items' matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for process grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code and such other items as identified in Government Code section 3543.2.

ARTICLE V - Personnel Files

- 5.1 The Board shall not base any adverse action against a unit member upon materials which are not contained in such unit member's personnel file unless an activity of the unit member would be grounds for dismissal. Moreover, the Board shall not base any adverse action against a unit member upon materials which are contained in such unit member's personnel file unless the materials are placed in the file in accordance with Education Code Section 44031 and the unit member is notified at such time that such materials are being placed in the file unless an activity of the unit member would be grounds for dismissal. See Appendix D - Education Code Section 44031.
- 5.2 A unit member shall be provided a copy of any negative or derogatory material before it is placed in their personnel file. They shall be given an opportunity during the school day to initial and date the material and to prepare a written response to such material within ten (10) days, as long as such opportunity does not interfere with the unit member's instructional responsibilities. The written response shall be attached to the material.
- 5.3 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.
- 5.4 The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- 5.5 The Superintendent shall keep a log indicating the persons, excluding District Office personnel who have requested to examine a unit member's personnel file as well as the dates such requests were made. Such log shall be available for examination by the unit member or their Association representative, if so authorized by the unit member.
- 5.6 Access to personnel files shall be limited to the members of the District administration and their attorney. Board of Education members may request the review of a unit

member's file at a personnel session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.

- 5.7 The District shall maintain a unit member's personnel file at the District's central office.
- 5.8 "Personnel File" shall be defined as the one file maintained by the District Office.
- 5.9 The parties understand that personnel files are permanent records pursuant to Title 5 of the California Administrative Code (Section 16023). The parties further recognize that under Education Code Section 44944 no decision relating to dismissal or suspension shall be based on charges or evidence of any nature relating to matters occurring more than four years prior to the filing of the notice.
- 5.10 Materials contained in a personnel file shall not be released without the employee's written authorization.

ARTICLE VI - Association Rights

- 6.1 The Association and its members shall have the right to make use of school equipment, buildings and facilities at reasonable times and/or within a reasonable manner agreed to by the site administrator, for Association business. The Association will provide material at each school for Association use.
- 6.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Association may use unit member mailboxes for communications to unit members.
- 6.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property during non-duty hours with twenty-four (24) hour advance notice to the building site administrator, when practicable.
- 6.4 Names, addresses, and telephone numbers of all District unit members shall be provided to the Association in writing upon request once during the duration of this Agreement, unless otherwise agreed to by the Superintendent.
- 6.5 The District shall provide a telephone in the faculty lounge at each school.
- 6.6 The District shall provide the Association with tentative Board minutes.

ARTICLE VII - Personal and Academic Freedom

- 7.1 The Board shall not inquire into, nor predicate any adverse action upon a unit member's personal, political and organization activities or preferences engaged in beyond the regular work day unless such activities significantly influence a unit member's effectiveness as a District employee.
- 7.2 The Board shall not interfere with a unit member's freedom of speech in the classroom unless such speech is in violation of law and disrupts the processes of the school. Disruptions as used in this section shall be determined by the site administrator.

ARTICLE VIII - Grievance/Arbitration

- 8.1 A Grievance may be filed whenever an employee alleges that there has been a violation of the specific terms and conditions of this Agreement.
- 8.2 An appropriate principal means the individual who assigns, reviews, and directs the work of the grieving employee.
- 8.3 A party is an employee of the District.
- 8.4 A representative is an individual designated by the Association.
- 8.5 The failure of the employee to act on any Grievance within the prescribed time limits will act as a bar to any further appeal. Management's failure to give a decision within the time limits shall permit the Grievant to proceed to the next step.
- 8.6 "Days" shall mean all days the District office is open for business. If the timeline falls on a weekend or legal holiday, the time frame shall be extended to the next week day.
- 8.7 Grievance/Arbitration Procedure

8.7.1 LEVEL I:

Within ten (10) days of the time the grievant should reasonably have known of the occurrence, they will first discuss the grievance with the appropriate principal, either directly or through the Association's designated grievance representative, with the objective of resolving the matter informally.

8.7.2 LEVEL II:

The grievance shall be presented in a written statement containing a clear, concise recital of the grievance, the circumstance involved, the specific terms and conditions of the Agreement which have allegedly been violated, the remedy

sought, and signed and dated by the grieving person. This written statement shall be presented within fifteen (15) days of the time the grievant should reasonably have known of the occurrence. The occurrence of the alleged grievance is defined as knowledge by the grievant that they have been or will be in the future adversely affected by action taken or to be taken by the District (Board, Superintendent, Principal, Site Administrator). It is not necessary that the adverse action occur that gives rise to the grievance but the knowledge by the grievant that the District will adversely act with regard to said grievant in the future shall be sufficient reason to file a grievance.

8.7.3 LEVEL III:

- 8.7.3.1 If the grievant is not satisfied with the disposition of the grievance at Level I, or if no written decision has been rendered within ten (10) days after presentation of the grievance, the grievant shall file the grievance with the Superintendent within four (4) days.
- 8.7.3.2 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or their designee will meet with the grievant and/or a representative of the Association in an effort to resolve it.

8.7.4 LEVEL IV

- 8.7.4.1 If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level III, the grievance shall be referred to grievance mediation.
- 8.7.4.2 The Association shall request that a mediator/conciliator from the California State Mediation/Conciliation Service be assigned.
- 8.7.4.3 At the earliest mutually agreeable time, the mediator shall meet with the Association, the grievant, and the District for the purpose of resolving the grievance.
- 8.7.4.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall constitute a settlement of the grievance.
- 8.7.4.5 In the event that the aggrieved person and the Superintendent or their designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level IV and the grievance may proceed to Level V.

8.7.5 LEVEL V:

- 8.7.5.1 If the grievant is not satisfied with the disposition of their grievance at

Level IV, the grievant may request that the Association submit the grievance to arbitration in accordance with the following provisions.

8.7.5.2 The Association shall have twenty (20) days following the conclusion of mediation in Level IV to submit the grievance to arbitration.

8.7.5.3 If the matter is submitted to arbitration, the Arbitrator shall be empowered, except as their powers are limited below, or by the submission agreement, only to make a decision in cases of alleged violation of rights expressly accorded by this Agreement or any written supplementary agreements hereto. The costs of arbitration shall be borne one-half (1/2) by the District and one-half (1/2) by the Association; each party to bear its own counsel fees.

8.7.5.4 The limitation on the power of the arbitrator is as follows:

8.7.5.4.1 They shall not have the power to add to or subtract from or modify any of the provisions of this or any other supplemental agreements.

8.7.5.4.2 They shall have no power to establish or change salary schedules or rates.

8.7.5.4.3 They shall have no power to substitute their discretion for that of the District or the Association where either party has retained discretion or is given discretion by the express terms of this Agreement or by any supplementary written agreement.

8.7.5.4.4 The parties agree that the power and jurisdiction of the arbitrator shall be limited to deciding whether there has been a violation of a provision of this Agreement. They shall not be empowered and shall have no authority to base their award on any alleged practice or oral understanding which is not incorporated in writing.

8.7.5.5 The decision of the arbitrator shall be binding upon both parties.

ARTICLE IX - Professional Dues and Payroll Deductions

9.1 Authorized Deductions

Any bargaining unit member who is a member of MARFAC ASSOCIATION, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of the unified dues, initiation fees and general assessments in the

Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

9.2 No Charge to MARFAC

There shall be no charge to the Association for dues deductions.

9.3 District Payment to MARFAC

With respect to all sums deducted by the district pursuant to this article, the district agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

9.4 Obligation of MARFAC to the District

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

9.5 Additional Authorized Deductions

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, currently approved charitable donations, or any other plans or programs approved by the District.

9.6 Hold Harmless Provision

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the provisions of this Article or its implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the paragraph above shall or shall not be compromised, resisted, defended, tried or appealed.

9.7 District Reimbursement

In the event that the District makes a demand for reimbursement pursuant to 9.6, the Association shall have the exclusive right to decide and determine whether any such action or proceeding, for which it is reimbursing the District for legal fees and costs, shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE X - Concerted Activities

- 10.1 During the term of this Agreement, the Association, together with their officers, agents, and members will not engage in and/or sanction any strike, work stoppages, or any other concerted activity that would interfere with the performance of unit members' mandatory duties, including strikes and work stoppages related to sympathy with another group of employees.
- 10.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward encouraging all employees to do so. In the event Association members participate in such activities in violation of this provision, the Association will notify those members so engaged to cease and desist from such activities and will advise the members to return to their normal duties.
- 10.3 The provisions of this Article are not arbitrable.

ARTICLE XI - Instructional Supplies

- 11.1 Unit members who are assigned to teach a grade level for the first time in the District shall be authorized \$400 in expenses. Unit members who taught a combination class in the District and return to teaching a single grade class, that was one of the grades in the combination class, shall not be authorized \$400 in expenses. Unit members who are assigned a combination class, one of the grades of which they have not taught for three years or more, shall be entitled to 50% of the instructional supplies stipend amount. Notwithstanding the above, unit members who are assigned to a grade level that they have not taught for three years or more in the District shall be authorized \$400 in expenses.

ARTICLE XII - Unit Member Orientation

- 12.1 The Board shall supply to the Association the names and addresses of new employees covered by this Agreement within seventy-two (72) hours of their employment.
- 12.2 Unit members who are new to the District shall be available for up to three days of professional development prior to the first workday of returning staff. Any such professional development days shall be compensated at the unit member's daily rate.
- 12.3 In accordance with AB 119 (2017), MARFAC shall have access to "new employee orientation," defined for these purposes as the onboarding process through which new employees are advised of their employment status, rights, benefits, duties and responsibilities, and any other employment-related matters. The District will provide MARFAC 10 days' notice in advance of an orientation, except when there is an urgent need critical to the District's operations that was not reasonably foreseeable.

ARTICLE XIII - Hours of Employment

13.1 Elementary

- 13.1.1 Upon consultation with the certificated staff, the site administrator shall establish working hours not to exceed seven and one-quarter (7-1/4) hours per day. Voluntary extra work for which an hourly rate is paid shall be in addition to the seven and one-quarter (7-1/4) hour workday.
- 13.1.2 It is further agreed that the District shall require the unit members to be in attendance at activities beyond the normal work hours such as, but not limited to, open house, back-to-school night, faculty meetings, and Parent/Teacher conferences.
 - 13.1.2.1 There shall be one (1) non pupil day for primary grade level parent/teacher conferences scheduled as part of the annual school calendar and one and one-half (1½) non-pupil days for intermediate grade level parent/teacher conferences scheduled as part of the annual school calendar.
- 13.1.3. Every unit member shall be entitled to one duty-free forty-five (45) minute lunch period and one duty free morning recess. It is understood that the first thirty (30) minutes shall be uninterrupted, and the last fifteen (15) minutes may be used by the administrators for an occasional conference with an individual unit member or unit members.
- 13.1.4 Faculty meetings at which all unit members are required to attend shall not exceed two (2) per month.
- 13.1.5 With respect to the faculty meetings referred to in paragraph 4 of this Article, the site administrator who calls such meetings shall provide unit members with an agenda for the meeting at least one (1) day before such meeting when practicable.
- 13.1.6 It is agreed that in the event of an emergency the District may call a meeting which unit members will be required to attend. An emergency is defined as an unforeseen event or circumstance that constitutes the need for immediate action. It is further agreed that an administrator may call additional faculty meetings, beyond the 2 required (Sec. 4) in the event that it is necessitated by an immediate need to address the staff.
- 13.1.7 Upon consultation with the faculty, the site administrator shall establish non-classroom duties for certificated employees, the sum total of which shall not exceed an average of five (5) minutes per unit member per day except for the first three (3) weeks of school during which the time may be increased to ten (10) minutes per unit member per day, if necessary. Such duties are restricted to p.m. recess, p.m. bus duty and p.m. auto duty.

- 13.1.8 Unit members shall not be required to participate in overnight activities (See Article XXVII Section 27.3).
- 13.1.9 To the extent that the District provides music, library and computer skills instruction with the use of staff other than the regular classroom teacher, and the regular teacher is not required to be with their class during such instructions, such time may be utilized as preparation time by the regular classroom teacher. This preparation time shall be started as early as possible in the school year, and not later than the third week of school. In addition, it will extend until the week before school concludes.
- 13.1.10 In addition to the provisions of paragraph 13.1.9 which affects all grade levels, the District will provide an additional forty (40) minutes of preparation time for teachers in grades 4, 5, and 6. If upper grade level class size is reduced by the State and implemented by the District, this forty (40) minute preparation time shall be subject to negotiations.
- 13.1.11 Unit members shall not be required to provide medical and/or physical care for any student including, but not limited to student feeding, toileting, moving or diabetes testing.
- 13.1.12 The District will use its best efforts to provide substitutes for music, library, computer, and physical education personnel when they are absent.
- 13.1.13 Unit members shall score all benchmark assessments and writing assessments. The District will provide assistance to unit members in scoring the required benchmark assessments and writing assessments given within the school year through release time for the following grade spans:
- 13.1.13.1 Grades TK-K – 1 day, 3 times per year
 - 13.1.13.2 Grades 1-3 – 1 day, 3 times per year
 - 13.1.13.3 Grades 4-6 – 1.5 full day, 3 times per year
 - 13.1.13.4 Release time shall be on schedule by mutual agreement with the site administrator, and the unit member must remain in-district.
- 13.1.14 Wednesday is the weekly collaboration day. The total daily contract minutes remain the same (7.25 hours a day).

The Collaboration Schedule for the subsequent year will be developed by the Negotiation Team prior to the end of the current school year.

All Collaboration/Early Release days and calendars will comply with minimal

instructional minutes as set by Education Code and/or flexibility language as set by the Legislature.

Teacher Planning	Site Days	District Days
24 Teacher Planning Days	8 Site Planning Days	5 District Planning Days
<i>Teacher planning day determined by individual teachers.</i>	<i>Site day topics to be determined through site leadership committees (Principal and teachers determine. Regular staff meetings are to be held on non-site-collaboration days).</i>	<i>District topics determined through DCC, professional development needs and needs of the District.</i>

13.2 Middle School

- 13.2.1 Upon consultation with the certificated staff the site administrator shall establish working hours not to exceed seven and one-half (7 ½) hours per day.
- 13.2.2 It is further agreed that the District shall require the unit members to be in attendance at activities beyond the normal work hours such as, but not limited to, Open House, Back-to-School Night, faculty meetings, and Parent/Teacher conferences.
- 13.2.2.1 One and one half days of parent/teacher conferences will be scheduled as part of the annual school calendar.
- 13.2.3 Every unit member shall be entitled to one duty-free forty-five (45) minute lunch period. It is understood that the first thirty (30) minutes shall be uninterrupted, and the last fifteen minutes may be used by the administrators for an occasional conference with an individual unit member or unit members.
- 13.2.4 Faculty meetings at which all unit members are required to attend shall not exceed two (2) per month.
- 13.2.5 It is agreed that in the event of an emergency the District may call a meeting which unit members will be required to attend. An emergency is defined as an unforeseen event or circumstance that constitutes the need for immediate action. It is further agreed that an administrator may call additional faculty meetings, beyond the 2 required (Sec. 13.2.4) in the event that it is necessitated by an immediate need to address the staff
- 13.2.6 Preparation Periods: Full-time teachers of grades 7 and 8 shall have preparation time on Mondays, Tuesdays, Thursdays, and Fridays, ordinarily assigned on the basis of the length of an instructional period per day or the equivalent in the situation when a block schedule is utilized. For example, if the instructional period is 50 minutes then teachers shall have 200 minutes of preparation time per week.

- 13.2.7 Upon consultation with the faculty, the site administrator shall establish non-classroom duties. When these duties are outside of the 7.5 hour workday they will be distributed as equally as possible among staff members.
- 13.2.8 Unit members shall not be required to provide medical and/or physical care for any student including, but not limited to student feeding, toileting, moving or diabetes testing.
- 13.2.9 Unit members shall not be required to participate in overnight activities. (See Article XXVII section 27.3)
- 13.2.10 Unit members shall score all benchmark assessments and writing assessments twice annually. The Charter will provide assistance to unit members in scoring the required benchmark assessments given within the school year through release time, as follows:
- 13.2.10.1 Grades 7-8 – 1.5 full day, 3 times per year
- 13.2.10.2 Release time shall be scheduled by mutual agreement with the site administrator, and the unit member must remain in-district.
- 13.2.11 Wednesday is the weekly collaboration day. The total daily contract minutes remain the same (7 ½ hours a day).

The Collaboration schedule for the subsequent year will be developed by the Negotiation Team prior to the end of the current school year.

All Collaboration/Early Release days schedules and calendars will comply with minimal instructional minutes as set by Education Code and/or flexibility language as set by the Legislature.

Teacher Planning	Site Days	District Days
24 Teacher Planning Days	8 Site Planning Days	5 District Planning Days
<i>Teacher planning day determined by individual teachers.</i>	<i>Site day topics to be determined through site leadership committees (Principal and teachers determine. Regular staff meetings are to be held on non-site-collaboration days).</i>	<i>District topics determined through DCC, professional development needs and needs of the District.</i>

ARTICLE XIV - Leaves

14.1 Personal Illness and Injury Leave

- 14.1.1 Full-time employees shall be entitled to ten (10) days of leave with full pay for each school year for purposes of personal illness or injury. Employees who work less than full time shall be entitled to such proportion of the ten (10) days leave as the number of hours per week scheduled duty bears to the number of hours for a full-time employee in a comparable position. The District shall provide each unit member with an ongoing accounting of the number of sick-leave hours they have accumulated, including the current year credit.
- 14.1.2 If any employee does not utilize the full amount of leave as authorized in Paragraph 1 above, in any school year, the amount not utilized shall be accumulated from year to year. An employee who leaves the employment of the District prior to the end of the school year shall have deducted from their final salary warrant the value of any used but unearned sick leave.
- 14.1.3 The Superintendent or designee may, at any time, require additional written verification by the employee's physician or practitioner. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury per Admin. Regulation 4161.1.
- 14.1.4 The Superintendent or designee may require an employee to visit a physician selected by the District and at District expense in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis for when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absences, the Superintendent or designee, may after giving notice to the employee, deny further leave per Admin Regulation 4161.1.
- 14.1.5 Before returning to work an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from their physician stating that they are able to return and stipulating any recommended restrictions or limitations.
- 14.1.6 An employee shall notify the District of their need to be absent as soon as such need is known so that substitute services may be secured. This notification shall include an estimate of the expected duration of the absence. If the absence becomes longer or shorter than estimated, the employee shall so notify the District.
- 14.1.7 After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed District absence form to their immediate supervisor.

14.2 Extended Sick Leave

- 14.2.1 When a certificated employee has exhausted all available sick leave including all accumulated sick leave, and continues to be absent from their duties due to illness or accident for an additional period up to five school months, the employee shall receive their regular salary minus the actual cost of a substitute to fill the position, or the salary a substitute would have received. No unit member will receive both regular and differential pay.
- 14.2.2 The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.
- 14.2.3 An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

14.3 Personal Necessity Leave

- 14.3.1 Employees are covered by this Agreement shall be entitled to use a maximum of seven (7) days of accrued sick leave each school year for any of the following:
 - 14.3.1.1 Death of a member of the employee's immediate family when the number of days absent exceeds the limit provided under Bereavement Leave.
 - 14.3.1.2 The serious illness of a member of the employee's immediate family.
 - 14.3.1.3 An accident involving the employee's property or property of any member of the employees' immediate family.
 - 14.3.1.4 Appearance in court or before an administrative tribunal as a litigant or witness under official order.
 - 14.3.1.5 The birth or adoption of a child making it necessary for the employee who is a parent of the child to be absent during the assigned hours of service.
 - 14.3.1.6 Imminent danger to the home of an employee occasioned by an event such as flood or fire, serious in nature, and which under the circumstances the member cannot reasonably be expected to disregard and which requires the attention of the employee during assigned hours of service.
 - 14.3.1.7 Personal necessity leave may be granted for other emergencies and events, serious in nature, which may occur, which under the circumstances the employee cannot reasonably be expected to

disregard and which requires the attention of the employee during assigned hours of service. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects true personal necessity.

14.3.1.8 Advance permission shall not be required for certificated employees in cases involving the death or serious illness of the employee's immediate family or an accident involving the employee's person or property or the person or property of a member of their immediate family.

14.3.1.9 Personal necessity leave may be granted for the mental health of the employee.

14.4 Bereavement Leave

14.4.1 Each unit member shall be entitled to three (3) days of a paid leave of absence, or five (5) days if travel one way exceeds 300 miles is required, on account of the death of any member of their immediate family. Members of the immediate family as used in this Section mean spouse, siblings, father, mother, child, grandfather, grandmother, or grandchild of the unit member or of the spouse of the unit member, or any relative living in the immediate household of the unit member. Other persons and extension of days are at the sole discretion of the Superintendent.

14.5 Industrial Accident/Illness Leave

14.5.1 In each fiscal year allowable leave for certificated employees for any single industrial accident or illness shall be for 60 days during which the schools of the District are in session or when the employee would otherwise have been performing work for the District.

14.5.2 Allowable industrial accident/illness shall not accumulate from year to year.

14.5.3 When a certificated employee is absent from their duties because of an industrial accident or illness:

14.5.3.1 Industrial accident or illness leave shall start on the first day of absence.

14.5.3.2 The employee shall be paid such portion of the salary due for any month in which the absence occurs as, when, added to the temporary disability indemnity under Division 4 or 4.5 of the Labor Code, will result in a payment to the employee of not more than their full salary.

14.5.3.3 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability

indemnity award.

14.5.3.4 When an industrial accident or illness leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

14.5.4 Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave. If the employee continues to receive temporary disability indemnity, they may elect to take as much of the accumulated sick leave which, when added to their temporary disability indemnity will result in a payment to the employee of not more than the employee's full salary.

14.5.5 During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness. In those cases, the District shall issue appropriate salary warrants for payment of the employee's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

14.6 Jury Leave:

14.6.1 A unit member shall be entitled to as many days of paid leave as are necessary for the purpose of serving as a juror in any legal proceeding. All monies payable by the Court to the employee for jury duty shall be remitted directly to the District.

14.7 Military Leave:

14.7.1 Leaves of absence for employees for active military service shall be granted without pay under the provisions of Section 44800 of the Education Code.

14.8 Extended Leave:

14.8.1 Upon recommendation of the Superintendent and approval of the Board of Trustees, an employee may be granted an extended leave of absence for a period of up to one (1) school year. This leave shall be without compensation and may be for, but is not limited to, the following purposes:

14.8.1.1 Service in the Peace Corps;

14.8.1.2 Care for an ill member of the immediate family;

14.8.1.3 Long-term illness of the employee;

14.8.1.4 Service in an elected public office;

14.8.1.5 Professional study or research;

- 14.8.1.6 Personal or professional renewal; and
- 14.8.1.7 Child bonding, if the extended leave commences within one (1) year of the child's birth or placement in the employee's home in connection with adoption or foster placement.
- 14.8.2 Upon normal circumstances, applications for such leaves of absence shall be in writing and submitted to the District by February 1 of the year preceding the requested absence.
- 14.8.3 An employee on such leave shall notify the Superintendent by February 1 of the preceding school year as to their intent to return to employment with the District the following year.
- 14.8.4 Absent extenuating circumstances, failure to notify the District of intended return shall be considered abandonment of position.

14.9 Pregnancy Disability Leave

- 14.9.1 Definition: Pregnancy Disability Leave is leave available to an employee who is disabled due to pregnancy, childbirth, or related medical condition. Pregnancy disability is determined by the unit member's medical provider and may be based upon severe "morning sickness" or the need to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related conditions.
- 14.9.2 This compensated leave commences with the onset of disability due to pregnancy or a related medical condition, unless the employee is on a separate Board approved unpaid leave. The employee may claim sick leave pay and/or extended disability pay for no more than that limited period of time when the employee's health care provider certifies in writing that they are disabled due to pregnancy, childbirth, or a related medical condition.
- 14.9.3 At least twelve (12) weeks prior to the expected birth of the child, the employee shall notify the District of the expected date of birth. An employee may continue work until the onset of physical disability as verified in writing by the employee's health care provider.
- 14.9.4 Lactation Accommodation: Employees have a right to reasonable break time to express milk in private, as set forth in Board Policy 4033. Employees who require lactation accommodations should discuss the need for an accommodation with their immediate supervisor. The District will provide a private lactation space, which may be the place where the employee normally works, and which shall be: safe, clean, and contain a surface to place a breast pump and personal items, contain a place to sit, and have access to electricity

or alternative devices (such as extension cords or charging stations). The space shall be free from intrusion and in close proximity to the employee work area, and shall not be a bathroom stall. The District will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workplace (or another cooling device suitable for storing milk).

14.10 Health Leave

14.10.1 The Board may grant a unit member, upon written request, an unpaid leave or health reasons.

14.10.1.1 A statement by the unit member's physician shall be furnished at the Board's request.

14.10.1.2 The leave request shall include specific beginning and ending dates and extensions may be requested.

14.10.1.3 Health leave may be granted if a unit member is temporarily unable to perform their services because of illness, accident or quarantine.

14.11 Study Leave

14.11.1 The Board may grant to a unit member an unpaid leave of absence to pursue educational improvement and advancement. A unit member shall apply to the Board for such leave no later than six (6) weeks before its anticipated commencement.

14.12 Legislative Leave

14.12.1 A unit member shall be entitled to legislative leave as set forth in California Education Code section 44801.

14.13 Sabbatical Leave

14.13.1 Sabbatical leaves are discretionary with the Board and may or may not be approved in the unilateral decision by the Board. Pursuant to Education Code section 44968, the salary for the unit member on an approved Sabbatical Leave shall not be less than the unit member's salary minus the cost for the substitute unit member.

14.14 Personal Business Leave

14.14.1 A unit member shall be entitled to use seven (7) of the seven (7) days provided under personal necessity leave for any purpose which such unit member deems sufficiently important to absent themselves from their duties. A unit member shall notify their principal at least twenty-four (24) hours in advance of taking such leave, unless an emergency makes such notification impossible. A unit member shall not be required to secure permission before utilizing such leave or to explain

the purposes for which such leave was used for absences of three consecutive days or less. Unit members may use personal business leave of more than three consecutive days with approval of their administrator.

14.14.2 Personal business days shall not be used to take a period of vacation during the instructional year.

14.14.3 A unit member suspected of abusing the use of personal business leave may be required to explain the purpose of which such leave was used, and may be subject to disciplinary action if found to have abused leave.

14.15 Association Leave

14.15.1 The District shall grant to the Association 120 hours to be used by Association representatives as paid leave for negotiations, local, state, or national conferences, or conducting other business pertinent to Association affairs. The representatives shall be excused from school duties upon one day advance notification to the Superintendent. MARFAC may utilize 40 additional hours for which MARFAC shall reimburse the District the cost of substitutes employed to cover the additional hours. Upon mutual agreement of the Superintendent and the MARFAC President, MARFAC may have additional leave hours provided MARFAC pays the substitute costs.

14.16 Unspecified Leave

14.16.1 Each unit member may be entitled to an unpaid leave of up to one year at the Board's discretion. The granting or denial of any request shall not be precedent with regard to any other request. The Board shall not be arbitrary or capricious in the exercise of its discretion and, upon written request, shall provide a written reason for denying a request.

14.17 Return From Leave

14.17.1 Unit members who are on an unpaid leave through the end of a school year shall indicate their intent to resign, return or request an additional leave for the upcoming school year on or before February 1st. Changes in intent after February 1st may not be approved by the Board.

14.17.2 Absent extenuating circumstances, failure to notify the District of intended return shall be considered abandonment of position.

14.18 Parental/Child Bonding Leave

14.18.1 Unit members employed by the District may be granted a leave for parental/child bonding reasons. Such leave allows bonding time with a new child and shall be completed within one year of the child's birth or arrival via adoption or foster placement. Leave in this section and sick leave are separate and distinct.

- 14.18.2 The unit member shall provide the District with at least 30 days' advance notice of the expected date of delivery signed by a health care provider, or with the expected date of placement of the child in the home of the unit member in the case of adoption or foster care. If 30 days' advance notice is not possible, the unit member shall notify the District of the expected date of birth or placement as soon as possible.
- 14.18.3 Eligible unit members may request and be approved for up to twelve (12) work weeks of leave for child bonding. During this approved leave the employee must use all available and accumulated sick leave. Upon exhaustion of accumulated sick leave, the employee will receive the difference between their regular salary and the substitute's salary, or the salary a substitute would have received, however in no event will the employee receive less than 50% of their regular salary. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay. Time spent on a paid leave counts as service towards step advancement and the employee earns all benefits due to them as a regularly employed individual.
- 14.18.4 It is the intent to implement the terms and conditions of Education Code Section 45196.1 and Government Code 12945.2, and further interpretations of these laws will apply.
- 14.18.5 Following the 12 work week period of parental/bonding leave, the unit member may request, and the Board in its sole discretion may grant, an additional unpaid leave in accordance with the other provisions of Article XIV.

14.19 Job Share

- 14.19.1 Job Share is defined as a mutual arrangement between two (2) certificated employees, which includes at least one (1) regular certificated employee, whose proposal to share one position for a specified period of time is approved by the Board. Employees participating in a job share shall request an unpaid leave for that portion of their position that they will not be working under the job share. All job share proposals must be submitted in accordance with Board policy and no later than February 1st for the following year, (Policy No. 4128). Unit members on a job share accrue credit for salary advancement purposes when the unit member has accumulated at least 75% time.
- 14.19.2 During the term of the contract, should the District decide to modify the Board Policy on Job Share (Policy No. 4128) the District shall notify MARFAC of its intent.

14.20 Family Care and Medical Leave

- 14.20.1 Each unit member shall be entitled to unpaid family care and medical leave pursuant to Federal and State regulations. Such leave is for a maximum of twelve (12) weeks and can be utilized for caring for the unit member's child, parent, or spouse with a serious health condition, for the unit member's own serious health condition or for the birth, adoption, or foster care of the unit member's child.

During the period of family care and medical leave, the District shall provide the same level of health and welfare benefits contributions as if the unit member were in paid status.

14.21 Catastrophic Leave Bank/Program

- 14.21.1 The catastrophic leave bank permits unit members to donate sick leave days to a bank for use by other unit members when a unit member or a member of their immediate family suffers from a verifiable catastrophic illness or injury and prescribed conditions are met.
- 14.21.2 Every unit member with 15 days accumulated leave shall have the opportunity to participate in the annual open enrollment for the Catastrophic Leave Program. Annual Open Enrollment shall take place yearly from September 1 to October 15. Unit members who want to be a participant shall deposit two (2) leave days (Transfer of Sick Leave – Open Enrollment Participation, Appendix F)
- 14.21.3 Newly hired unit members who want to participate would be required to donate one day in their first year within two weeks of their hire date or by August 31st if hired at the beginning of the school year. MWUSD will include notification of the open enrollment period in the “new hire packet.” (Transfer of Sick Leave – New Hire Participation, Appendix E)
- 14.21.4 Thereafter, in order to remain a participant, a contribution of one (1) day shall be required of Members whenever, at the end of the school year, the bank contains less than thirty (30) leave days. A unit member who has less than fifteen (15) days of sick leave shall be exempt from the required donation.

14.22 Definitions

- 14.22.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates an immediate member of the unit member’s family.
- 14.22.2 The catastrophic illness or injury requires the unit member to take time off from work for an extended period of time. Taking extended time off from work will create a financial hardship for the unit member because they have exhausted all of their fully-paid accrued sick leave and other paid time off, with the exception of extended (differential) sick leave.
- 14.22.3 Accordingly, leave shall be used in the following order:
 - (a) accrued fully-paid sick leave,
 - (b) catastrophic leave, and
 - (c) extended/differential sick leave, if available.
- 14.22.4 Catastrophic leave may also be used for extended bereavement time on account of the death of a spouse, child or parent.

14.23 Procedure

- 14.23.1 The unit member who is or whose immediate family member is suffering from a catastrophic illness or injury requests in writing that sick leave be transferred from the leave bank and provides a physician's verification of catastrophic injury or illness and files a Catastrophic Leave Request Form (Appendix H).
- 14.23.2 The designated Association representative shall review the application and confirm that the employee is unable to work due to verifiable catastrophic illness or injury or their family member's catastrophic illness or injury and that the employee has exhausted all accumulated sick leave. MARFAC President or designee notifies human resources to open bank and forward copies of documentation from employee to District Office personnel.
- 14.23.3 The Superintendent or designee and Association representative shall inform unit member of the number of days that will be dispensed from the leave bank in response to the member's approved request.
- 14.23.4 The maximum number of donated catastrophic leave days that may be used by any unit member will not be more than 20 (twenty) days per academic year.
- 14.23.5 Any catastrophic leave days that were approved but were not used shall be returned to the leave bank that will be monitored by an Association designee.
- 14.23.6 In order to ensure the viability of the program, if at any time, the total number of days in the bank drops below 20 (twenty) days MARFAC will make a request for donations from unit members to rebuild the bank to a minimum level of thirty (30) days.
- 14.23.7 In the event catastrophic leave is needed for a unit member who does not qualify because they do not have sufficient days to donate to the program, but who otherwise meet the criteria, a special call by MARFAC for contributions may go out to members to help fulfill the specific need. Unit members may donate up to 3 days per occurrence. Members must have 15 days of accumulated sick leave in order to donate days. Human Resources/Payroll will take one day first from each donor, then the second day, etc. up to the maximum allowed in 14.23.4 above. (Transfer of Sick Leave – Special Drive, Appendix G)

14.24 Return from Leave

- 14.24.1 A teacher returning from a paid or unpaid leave shall return to the same or similar position which they held prior to the commencement of the leave without decrease in rate of compensation or loss of promotional opportunities.

14.25 Leave to Participate in School Activities (Labor Code section 230.8)

- 14.25.1 A unit member may take up to forty (40) hours of leave, either unpaid or using their personal necessity leave in 14.3, each school year for either of the following child-related activities:
- 14.25.1.1 To find, enroll, or reenroll their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of their child, if the unit member, prior to taking the time off, gives reasonable notice to the employer of the planned absence of the employee. Time off pursuant to this subparagraph shall not exceed eight (8) hours in any calendar month of the year.
- 14.25.1.2 To address a child care provide or school emergency, if the employee gives notice to the employer.
- 14.25.2 If both parents work for the District at the same worksite, the District may, based on District need, approve only the first parent to request the time off in the event that both parents request the time off.

ARTICLE XV - Class Size

- 15.1 The goal of the District is to provide a class with no more than twenty-seven (27) students in any one classroom, in grades 4, 5, 6, 7 and 8. In order to maintain its Grade Span Adjustment (GSA) funding under the Local Control Funding Formula (LCFF) the District is required to maintain a class size average at each school site of no more than twenty-four (24) students in grades TK-3. In the event that newly enrolled students cause the District to be unable to comply with the 24:1 average maximum across the TK-3 grade span or 27:1 maximum across the 4-8 grade span at a particular school site, the District may exceed the maximum at that school site until the end of the school year. The District shall notify MARFAC in the event it is necessary to exercise this option.
- 15.2 The goal of the District is to have no more than a three student differential between classes at a grade level at each site.
- 15.3 If the class size average at one school site reaches twenty-four (24) in grades TK through 3 or twenty-seven (27) in grades 4 through 8, every effort will be made to assign new enrollees to another site.
- 15.4 The goal of the District is to provide an aide for each unit member. Aides may be provided at the discretion of the District. Special consideration shall be given to grades TK-1 when apportioning aide time.
- 15.5 Additional aide time shall be provided upon request when the number of pupils reaches over twenty-four (24) in grades TK-3 or over twenty-seven (27) in grades 4-8. The District

has the sole discretion to keep the aide if the class size drops below twenty-four (24) in grades TK-3 or below twenty-eight (28) students in grades 4-8 in any classroom.

- 15.6 A unit member may choose to decline the assistance of an aide unless an aide is required as a condition of Federal/State categorical funding requirements.
- 15.7 The parties recognize that careful consideration must be given to the establishment of combination classes and the assignment of students to such classes. Whether such classes are created before or after school starts, all affected unit members will be consulted.
- 15.8 The Resource Specialist caseload of IEP identified students will not exceed 28 students.

ARTICLE XVI - Transfers and Reassignments

16.1 DEFINITIONS

16.2 Transfer and Reassignments

- 16.2.1 A voluntary transfer or reassignment is a transfer or reassignment which has been requested by an employee.
- 16.2.2 An involuntary transfer or reassignment is a transfer or reassignment that has been initiated by the District.
- 16.2.3 A transfer is a movement from one school in the District to another.
- 16.2.4 A reassignment is a change in grade level at a site. An assignment to a combination grade class shall be considered a reassignment. Reassignment of a combination class teacher to one of the grades in the previous combination class shall not be considered a reassignment.
- 16.2.5 An open position occurs when there is an increase in the number of teaching positions at a grade level at a school or when all employees at a site have received an assignment/reassignment and a position(s) remains unfilled.

16.3 Involuntary

- 16.3.1 The District reserves the right, in its sole discretion, to transfer or reassign unit members from one position to another position within the District. Such transfer or reassignment may take place at any time and shall be based upon the economic and educational needs of the district and upon credentials of the unit member and experience of the unit members. When these criteria are perceived as equal by the Administration, seniority shall be a prime factor. Such transfers shall not be in violation of the mandatory provisions of the California Education Code.

16.4 Voluntary Reassignment

- 16.4.1 A unit member may request a reassignment during the school year to take effect at the beginning of the next school year. A request shall be made in writing and submitted to the Site Administrator or their designee during the posting period. The request shall be kept confidential and on file with the Site Administrator, or the designee.

16.5 Voluntary Transfer

- 16.5.1 Notwithstanding Section 16.3, a unit member may request a transfer during the school year to take effect at the beginning of the next school year. A transfer may occur provided an open position exists. A request shall be made in writing and submitted to the Superintendent or their designee during the posting period. The request shall be kept confidential and on file with the Superintendent, or the designee.
- 16.5.2 An open position will be posted to all district personnel for five (5) days except during winter, spring and the summer break, when the posting requirement will be ten (10) days.
- 16.5.3 An open position may be advertised internally and externally simultaneously.
- 16.5.4 The District shall consider and interview all qualified internal applicants prior to reviewing or considering external applicants.
- 16.5.5 An open position shall be filled by the unit member applying by the closing date when that unit member has had a successful prior evaluation and the recommendation of the receiving site administrator.
- 16.5.6 When two (2) or more employees request a transfer or reassignment to the same opening, seniority is a factor to be considered in making the decision.
- 16.5.7 If there are open positions remaining after all certified staff members have been given the opportunity to apply, such positions will be posted in the District Office, District website, at each school office, and copies placed in each certificated staff member's school mail box. During the summer, notices will be mailed or emailed to employees who provide the district with a physical or electronic address.
- 16.5.8 When an open position occurs within three weeks of the first day of student instruction or during the school year the position will be advertised outside the District. All such positions filled by probationary teachers will be considered an open position for the following school year.

16.6 Denial of Request

- 16.6.1 Upon receiving a written request from a unit member denied a transfer or reassignment the District will provide a written response explaining the reason for denial.

ARTICLE XVII - Certificated Employee Evaluations

17.1 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

- Probationary personnel every year
- Personnel with permanent status at least every other year.
- Personnel with permanent status, who have been employed at least ten years with the school district and are highly qualified as defined in 20 U.S.C. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as satisfactory may be evaluated every five years.

17.1.1 A probationary employee shall have three (3) observations each year: the first to be completed on or before the end of the first trimester; the second completed on or before February 15; and the final completed no later than thirty calendar days before the last day of the school year in which the evaluation takes place.

17.1.2 The annual evaluation for personnel with permanent status shall be preceded by at least one formal classroom observation, which will take place on or before March 15.

17.1.3 The evaluation and form utilized for evaluation shall be that which is in Appendix I of the contract

17.2 Evaluation Procedures

17.2.1 Unit members to be evaluated during a particular school year shall be furnished the name of their evaluator, no later than the third week of the year in which the evaluation is to take place.

17.2.2 Not later than October 31 the unit member being evaluated and the evaluator shall meet to:

- Review the evaluation process
- Review and self-assess the California Standards for the Teaching Profession and the North Coast Beginning Teacher Program Description of Practice (NCBTP for self-assessment), Appendix I
- Mutually select two, one chosen by administrator & one chosen by teacher, of the six standards as the focus of their evaluation
- Develop goals and objectives by mutual agreement to address the two selected standards. Develop a schedule for evaluation process

17.2.3 Classroom observations shall last for a reasonable period of time (between 30 and 45 minutes), and shall be followed by a conference no later than three working days after the observation in which the certificated employee shall review and receive a copy of the observation report. For the two standards selected as the evaluator's focus, the evaluator will use the North Coast Beginning Teacher Program Description of Practice (NCBTP) to substantiate their evaluation of the employee for the two focus standards.

- 17.2.4 In the event an employee receives a does not meet standard on the CSTP evaluation form the evaluator, during the post observation conference, shall make specific recommendations for improvement, and shall provide assistance to the employee to make such improvements.
- 17.2.5 The annual certificated performance evaluation shall be reduced to writing. A copy shall be given to the member being evaluated at their evaluation conference to be held no later than thirty calendar days before the last day of the school year in which the evaluation takes place. The original evaluation shall be placed in the evaluated unit member's personnel file.
- 17.2.6 In the event the unit member disputes the content, the unit member may, within ten (10) days, prepare a written statement that shall be attached and incorporated into the final evaluation. The evaluatee shall have the option of adding comments to the evaluation form relative to the final evaluation.
- 17.2.7 The evaluation and form utilized for evaluation shall be that which is in Appendix I of the contract
- 17.2.8 Unit members shall not be required to participate in the evaluation of other unit members or be required to assess in writing their own performance.
- 17.2.9 The parties hereto agree that the form and content of said evaluations shall not be subject to the Grievance/Arbitration procedure as previously outlined in this Agreement.

ARTICLE XVIII - Safety Conditions

- 18.1 The District shall provide the unit members with safe conditions of employment as required by existing State and Federal legislation, including the rights and responsibilities of unit members to hold pupils to strict account for their conduct in accordance with California Education Code Section 44807.
- 18.2 A teacher may suspend any pupil from the teacher's class, for any acts enumerated in Education Code Section 48900, for the day of the suspension and the day following. Every unit member at the beginning of each school year will be provided with the relevant Education Code Sections regarding the authority to impose discipline on students.

ARTICLE XIX - Professional Development

- 19.1 The District shall solicit in writing the professional development needs of every unit member in the School District.
- 19.2 The Board may make available to unit members professional development education program which shall be funded by the District. Such programs offered shall be evaluated by the unit members and tendered to the Superintendent, in scheduling future professional development programs.

ARTICLE XX - Employee Benefits

- 20.1 Effective July 1, 2023, the District contribution for medical, dental, and vision benefits shall not exceed \$1,379.00 per month for each full time bargaining unit member, or \$16,548.00 annually.

Effective July 1, 2024, the District contribution for medical, dental, and vision benefits shall not exceed \$1,504.00 per month for each full time bargaining unit member, or \$18,048.00 annually.

Effective July 1, 2025, the District contribution for medical, dental, and vision benefits shall not exceed \$1,629.00 per month for each full time bargaining unit member, or \$19,548.00 annually.

It is understood that while participation in the dental plan is voluntary, any unit member who declines such coverage will not be eligible for such coverage until the next Open Enrollment period with the District and our insurance provider.

- 20.2 Medicare will be provided for all unit members, as provided in AB 265.
- 20.3 The IRS 125 Plan is available to all unit members.
- 20.4 Unit members who have been with the District fifteen (15) years and are at least 55 years old but not older than 64 at time of retirement and take a service retirement with STRS are eligible for District paid employee only health, dental and vision insurance to the age of Medicare Eligibility but in no event longer than 10 years. The District contribution amount shall be at the same level as that provided to current certificated unit members. The counting of years for eligibility shall be the same as counting years for accruing credit for salary advancement purposes for job shares (see Article XIV, Section 14.19). Beginning with new unit members hired on or after 7/1/2017, the District contribution shall be capped at the rate it was the year of the unit member's retirement.
- 20.5 Retiree's spouse or their unmarried surviving spouse and eligible dependents may continue to purchase medical, dental and vision coverage through the District plan at their expense as long as the carriers allow such access.

ARTICLE XXI - Unit Member Travel

- 21.1 Unit members who may be requested to use their automobiles in the performance of their duties other than driving to and from school and unit members who are assigned to more than one school per day shall be reimbursed for all such travel at the current district rate, if such travel is requested by the district, for all driving done after arrival at the first location at the beginning of the workday.
- 21.2 Unit members who use their personal cars for field trips or other business of the district, at the request of the district, shall receive the benefits provided in the previous paragraph. This shall mean that unit members who use their personal cars shall obtain district approval in advance.

- 21.3 Unit members shall be required to provide proof of a valid California Driver's license and proof of insurance.

ARTICLE XXII - Physical Examinations

- 22.1 Examinations for tuberculosis will be required every four (4) years or earlier if mandated by the California Education Code. The cost of this mandated examination will be paid for or provided by the district.

ARTICLE XXIII - Support of Agreement

- 23.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process, except by mutual agreement of the District and the Association.

ARTICLE XXIV - Effect of Agreement

- 24.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State Laws to the extent permitted by State law and that, in the absence of specific provisions in this Agreement, such practices and procedures are discretionary at the option of the District.

ARTICLE XXV - Savings Provision

- 25.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XXVI - Negotiation Procedures

- 26.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 26.2 The existing contract will remain in effect until such time as a new contract has been negotiated and ratified by both parties.

- 26.3 The parties agree that negotiations on the openers and master contract shall begin no later than February 1 of the year prior, unless the parties mutually agree to delay negotiations. The Association and District shall both present their initial proposal at a regular Board meeting in prior to February 1. All provisions of this Agreement, except for Article X, shall remain in full force and effect until a successor agreement is reached. However, the Association agrees to meet and confer prior to exercising its rights under Article X after the term of the contract has expired.
- 26.4 Negotiations shall take place at mutually agreeable times and places.
- 26.5 Negotiation meetings shall be held within five (5) days from receipt of a written request from either party.

ARTICLE XXVII - Salary

- 27.1 The current salary schedules are attached as Appendices A, B, and C. The salary schedules will correspond with the Days of Employment (Article XXVIII).
- 27.1.1 Effective July 1, 2023, the salary schedules in Appendix A shall be increased by six percent (6.0%).
- 27.1.1.1 In addition to the salary schedule increases, the Certificated Salary Schedule (Appendix A) shall be modified to have a total of 22 steps and all unit members moved to the new uniform step and column placement, which is equivalent to a 4.32% increase. For the 2023-2024 school year, all unit members currently placed on Step 26, Column D, shall receive an off-schedule one-time bonus of 4.32% of their salary.
- 27.1.1.2 The Psychologist-SLP Salary Schedule shall be added to the Agreement under Appendix B and shall include the salary schedule increase in 27.1.1.
- 27.1.1.3 The Counselor Salary Schedule shall be added to the Agreement under Appendix C and shall include the salary schedule increase in 27.1.1.
- 27.1.2 Effective July 1, 2024, the salary schedules in Appendices A, B, and C shall be increased by five percent (5.0%).
- 27.1.3 Effective July 1, 2025, the salary schedules in Appendices A, B, and C shall be increased by four percent (4.0%).
- 27.2 The District shall pay a \$1,000 stipend for each of the following: per sport for coaches for authorized school team sports, Middle School Athletic Advisor, Student Council Advisor, Teacher-In-Charge, and Science Olympiad Coach, and the teacher supervising middle school yearbook production.

- 27.3 When unit members initiate a proposal to the District involving an overnight program, it is understood that such unit member shall accompany their class on the overnight trip. For such participation, and effective July 1, 2018, the District shall pay a \$200 per night stipend per unit member.
- 27.4 Effective July 1, 2018, unit members with an earned Master's Degree shall be paid an additional \$1,100; unit members with an earned Doctorate Degree shall be paid an additional \$1,100.
- 27.5 For District sponsored workshops, educationally related programs, curriculum activities, etc. on teacher non-duty days the District may provide a stipend or credit toward advancement on the salary schedule for the unit member's participation in such programs. Such programs and units provided or stipends paid are discretionary with the District and participation of unit members is voluntary. If units are granted they shall not be transferable.
- 27.6 Unit members who teach combination class shall be paid a stipend of \$1,000 for the school year.
- 27.7 The extra duty hourly rate of pay will be \$55.00 per hour for unit members.
- 27.8 Unit members who serve in less than a full-time assignment shall be compensated on a prorated basis.

Salary Schedule Implementation

- 27.9 Effective July 1, 2023, credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) step for one (1) year of service up to a maximum of 12 steps. Service credit shall be accepted for each full year of service as a credentialed teacher working in a public school or California certified non-public school.
- 27.10 Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule.
- 27.11 All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. A year of service is defined as 75% of the regularly scheduled working days.
- 27.12 Course credit for salary placement and movement on the salary schedule shall be given for post-bachelor or graduate course work taken at two-year or four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the District. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3). Unit hours must be educationally relevant to the unit member's position.

- 27.12.1 The District may pre-approve credits that do not meet the above, if the unit member and the District determine that the course will enhance the quality of instruction and will be of benefit to the District and the unit member.
- 27.13 Unit members requesting to move to a new column must file such requests with the District office no later than February 1st of each year for movement in the next school year. Supporting records or transcripts verifying units of study that are to apply toward such a reclassification must be filed with the District office no later than September 1st of the ensuing year. If the unit member is unable to submit supporting records or transcripts verifying units of study which are to apply toward reclassification, official notices in the form of a grade card or letter from the college or university shall be submitted. Such temporary verification, which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement. The unit member shall provide the official transcript or affidavit to the District office as soon as it becomes available.

ARTICLE XXVIII - Days of Employment

- 28.1 The work year shall be one hundred eighty (180) teaching days plus six (6) non-instructional work days all of which shall be paid on the Certificated Teacher Salary Schedule.
- 28.2 The work year for School Psychologists and Speech-Language Pathologists shall be one hundred and ninety (190) days, all of which shall be paid on the School Psychologist/Speech Language Pathologist Salary Schedule.

ARTICLE XXIX - Special Education

- 29.1 Any unit member who will be assigned a student with an IEP shall receive notification at the earliest opportunity.
- 29.2 As deemed appropriate by the IEP Team or per agreement between the Special Education Director and teacher, appropriate training shall be provided to general education teachers regarding their obligations to implement IEPs.
- 29.3 A minimum of four (4) days of release time per school year shall be allocated to the general education classroom teacher assigned a student with an IEP that provides for a one-on-one Temporary Support Assistant with additional days to be determined by the IEP Team, to provide for such things as training, collaboration/team meetings, planning time including planning with the Temporary Support Assistant, conferences related to student needs, or observation of model classrooms related to assigned student. A stipend of \$250 per year will be provided to the general education classroom teacher in support of the above.

ARTICLE XXX - Term

30.1 This Agreement shall be for a three (3) year period from July 1, 2023 through June 30, 2026.

**MARK WEST
UNION SCHOOL DISTRICT**

**MARFAC ASSOCIATION,
CALIFORNIA TEACHERS
ASSOCIATION, NATIONAL
EDUCATION ASSOCIATION**

By: Rachel Maleng By: Carrie Z. Staten
Date: 9-11-23 Date: 9-11-23

APPENDIX A - Certificated Teacher Salary Schedule 2023-24

Mark West Union School District Certificated Salary Schedule 2023-24				
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186 days

	Col A	Col B	Col C	Col D
Step	BA + 30	BA + 45	BA + 60	BA + 75
1	69,974	72,776	78,585	81,985
2	71,950	74,817	81,052	84,444
3	73,918	77,289	83,521	86,977
4	75,889	79,547	85,986	89,587
5	77,869	81,802	88,545	92,274
6	79,841	84,059	90,922	95,043
7	81,812	86,311	93,387	97,506
8	83,786	88,563	95,859	100,084
9	85,764	90,820	98,321	102,660
10		93,076	100,792	105,238
11			102,199	106,708
12			103,548	108,117
13			104,915	109,544
14			106,300	110,989
15			107,702	112,454
16			109,125	113,939
17			110,565	115,444
18			112,024	116,967
19			113,503	118,511
20			115,002	120,076
21			116,519	121,660
22			118,058	123,266

Add \$1,100.00 for Masters Degree

Add \$1,100.00 for Doctorate

Includes a 6 % salary increase effective July 1, 2023

Board Approved: 6/06/23

APPENDIX A - Certificated Teacher Salary Schedule 2024-25

Mark West Union School District
Certificated Salary Schedule 2024-25

186 days

	Col A	Col B	Col C	Col D
Step	BA + 30	BA + 45	BA + 60	BA + 75
1	73,473	78,415	82,514	86,084
2	75,548	78,558	85,105	88,666
3	77,614	81,153	87,697	91,328
4	79,683	83,524	90,285	94,066
5	81,762	85,892	92,972	96,888
6	83,833	88,262	95,468	99,795
7	85,903	90,627	98,056	102,381
8	87,975	92,991	100,652	105,088
9	90,052	95,361	103,237	107,793
10		97,730	105,832	110,500
11			107,309	112,043
12			108,725	113,523
13			110,161	115,021
14			111,615	116,538
15			113,087	118,077
16			114,581	119,636
17			116,093	121,216
18			117,625	122,815
19			119,178	124,437
20			120,752	126,080
21			122,345	127,743
22			123,961	129,429

Add \$1,100.00 for Masters Degree

Add \$1,100.00 for Doctorate

Includes a 5 % salary increase effective July 1, 2024

Board Approved:

APPENDIX A - Certificated Teacher Salary Schedule 2025-26

Mark West Union School District Certificated Salary Schedule 2025-26				
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186 days

	Col A	Col B	Col C	Col D
Step	BA + 30	BA + 45	BA + 60	BA + 75
1	76,412	79,472	85,815	89,527
2	78,570	81,700	88,509	92,213
3	80,719	84,399	91,205	94,979
4	82,870	86,865	93,896	97,829
5	85,032	89,328	96,691	100,764
6	87,186	91,792	99,287	103,787
7	89,339	94,252	101,978	106,478
8	91,494	96,711	104,678	109,292
9	93,654	99,175	107,366	112,105
10		101,639	110,065	114,920
11			111,801	116,525
12			113,074	118,064
13			114,567	119,622
14			116,080	121,200
15			117,610	122,800
16			119,164	124,421
17			120,737	126,065
18			122,330	127,728
19			123,945	129,414
20			125,582	131,123
21			127,239	132,853
22			128,919	134,606

Add \$1,100.00 for Masters Degree

Add \$1,100.00 for Doctorate

Includes a 4 % salary increase effective July 1, 2025

Board Approved:

APPENDIX B - Psychologist-SLP Salary Schedule 2023-24

Mark West Union School District
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**2023-2024
Salary Schedule**

**Psychologist
Speech Language Pathologist**

Based on 190 days per Year

	Annual	Daily rate
Step 1	\$ 98,085	\$ 530.19
Step 2	\$ 101,029	\$ 546.10
Step 3	\$ 104,063	\$ 562.50
Step 4	\$ 107,181	\$ 579.36
Step 5	\$ 110,399	\$ 596.75
Step 6	\$ 113,712	\$ 614.66
Step 7	\$ 117,119	\$ 633.08
Step 8	\$ 120,636	\$ 652.09
Step 9	\$ 124,256	\$ 671.66
Step 10	\$ 127,981	\$ 691.79

Add \$1,100.00 for Masters Degree
Add \$1,100.00 for Doctorate

6 % increase effective July 1, 2023
Add 5 non-instructional days over 2022-23
Board Approved:

APPENDIX B - Psychologist-SLP Salary Schedule 2024-25

Mark West Union School District
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**2024-2025
Salary Schedule**

**Psychologist
Speech Language Pathologist**

Based on 190 days per Year

	Annual	Daily rate
Step 1	\$ 102,989	\$ 542.05
Step 2	\$ 106,080	\$ 558.32
Step 3	\$ 109,266	\$ 575.08
Step 4	\$ 112,540	\$ 592.32
Step 5	\$ 115,919	\$ 610.10
Step 6	\$ 119,398	\$ 628.41
Step 7	\$ 122,975	\$ 647.24
Step 8	\$ 126,668	\$ 666.67
Step 9	\$ 130,469	\$ 686.68
Step 10	\$ 134,380	\$ 707.26

Add \$1,100.00 for Masters Degree
Add \$1,100.00 for Doctorate

5 % increase effective July 1, 2024

Board Approved:

APPENDIX B - Psychologist-SLP Salary Schedule 2025-26

Mark West Union School District
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**2025-2026
Salary Schedule
Psychologist
Speech Language Pathologist**

Based on 190 days per Year

	Annual	Daily rate
Step 1	\$ 107,109	\$ 563.73
Step 2	\$ 110,323	\$ 580.65
Step 3	\$ 113,637	\$ 598.09
Step 4	\$ 117,042	\$ 616.01
Step 5	\$ 120,556	\$ 634.51
Step 6	\$ 124,174	\$ 653.55
Step 7	\$ 127,894	\$ 673.13
Step 8	\$ 131,735	\$ 693.34
Step 9	\$ 135,688	\$ 714.15
Step 10	\$ 139,755	\$ 735.55

Add \$1,100.00 for Masters Degree
Add \$1,100.00 for Doctorate

4 % increase effective July 1, 2025

Board Approved:

APPENDIX C - Counselor Salary Schedule 2023-24

Mark West Union School District Counselor Salary Schedule 2023-24				
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190 days

	Col A	Col B	Col C	Col D
Step	BA + 30	BA + 45	BA + 60	BA + 75
1	71,478	74,342	80,275	83,748
2	73,498	76,427	82,797	86,260
3	75,507	78,950	85,318	88,847
4	77,521	81,258	87,835	91,512
5	79,543	83,561	90,450	94,257
6	81,559	85,866	92,878	97,085
7	83,571	88,166	95,395	99,603
8	85,588	90,468	97,921	102,237
9	87,607	92,772	100,436	104,867
10		95,078	102,961	107,500
11			104,397	109,002
12			105,775	110,441
13			107,172	111,899
14			108,588	113,375
15			110,020	114,872
16			111,472	116,389
17			112,944	117,925
18			114,434	119,482
19			115,945	121,058
20			117,476	122,657
21			119,028	124,275
22			120,597	125,916

Add \$1,100.00 for Masters Degree

Add \$1,100.00 for Doctorate

Includes a 6 % salary increase effective July 1, 2023

Board Approved:6/06/23

APPENDIX C - Counselor Salary Schedule 2024-25

Mark West Union School District
Counselor Salary Schedule 2024-25

190 days

	Col A	Col B	Col C	Col D
Step	BA + 30	BA + 45	BA + 60	BA + 75
1	75,052	78,059	84,289	87,933
2	77,173	80,248	86,937	90,573
3	79,282	82,898	89,582	93,289
4	81,397	85,319	92,227	96,088
5	83,520	87,739	94,973	98,970
6	85,637	90,159	97,522	101,939
7	87,750	92,574	100,165	104,583
8	89,867	94,991	102,817	107,349
9	91,987	97,411	105,458	110,110
10		99,832	108,109	112,875
11			109,617	114,452
12			111,064	115,983
13			112,531	117,494
14			114,015	119,044
15			115,521	120,618
16			117,046	122,208
17			118,591	123,821
18			120,158	125,456
19			121,742	127,111
20			123,350	128,790
21			124,977	130,489
22			126,627	132,212

Add \$1,100.00 for Masters Degree

Add \$1,100.00 for Doctorate

Includes a 5 % salary increase effective July 1, 2024

Board Approved:

APPENDIX C - Counselor Salary Schedule 2025-26

Mark West Union School District Counselor Salary Schedule 2025-26				
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190 days

	Col A	Col B	Col C	Col D
Step	BA + 30	BA + 45	BA + 60	BA + 75
1	78,054	81,181	87,661	91,450
2	80,260	83,458	90,414	94,196
3	82,453	86,214	93,165	97,021
4	84,653	88,732	95,916	99,832
5	86,861	91,249	98,772	102,629
6	89,062	93,765	101,423	106,017
7	91,260	96,277	104,172	108,766
8	93,462	98,791	106,930	111,643
9	95,666	101,307	109,676	114,514
10		103,825	112,433	117,390
11			114,002	119,030
12			115,507	120,602
13			117,032	122,194
14			118,576	123,806
15			120,142	125,441
16			121,728	127,096
17			123,335	128,774
18			124,962	130,474
19			126,612	132,195
20			128,284	133,942
21			129,976	135,709
22			131,692	137,500

Add \$1,100.00 for Masters Degree

Add \$1,100.00 for Doctorate

Includes a 4 % salary increase effective July 1, 2025

Board Approved:

APPENDIX D - Education Code section 44301

EXCERPT FROM
CALIFORNIA EDUCATION CODE 44031
FOR
TEACHERS REFERENCE

§ 44031. Personnel file contents and inspection

(a) Every employee has the right to inspect personnel records pursuant to Section 1198.5 of the Labor Code.

(b) In addition to subdivision (a), all of the following shall apply to an employee of a school district:

(1) Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement, their own comments. The review shall take place during normal business hours and the employee shall be released from duties for this purpose without salary reduction.

(2) The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the district.

(3) A non-credentialed employee shall have access to their numerical scores obtained as a result of a written examination.

(4) Except as provided in paragraph (3), nothing in this section shall entitle an employee to review ratings, reports, or records that (A) were obtained prior to the employment of the person involved, (B) were prepared by identifiable examination committee members, or (C) were obtained in connection with a promotional examination.

APPENDIX E - Transfer of Sick Leave – New Hire Participation

To: Dr. Rachel Valenzuela, District Superintendent

Re: Transfer of Sick Leave – New Hire Participation

I wish to participate in the Catastrophic Leave Program as established by the Mark West Union School District and MARFAC. I hereby authorize the unconditional and irrevocable donation of one day of my accumulated sick leave to be donated to the sick leave bank. I understand that the sick leave I have authorized for transfer will be permanently deducted from my account. I understand that my donation makes me an active and participating member of the Catastrophic Leave Program and that future donations may be required. I also acknowledge that I have read and understand the sick leave exchange procedure established by the Mark West Union School District and MARFAC and voluntarily agree to the terms of that procedure.

Sincerely,

Name (please print)

Signature

Date

APPENDIX F - Transfer of Sick Leave – Open Enrollment Participation

To: Dr. Rachel Valenzuela, District Superintendent

Re: Transfer of Sick Leave – Open Enrollment Participation

I wish to participate in the Catastrophic Leave Program as established by the Mark West Union School District and MARFAC. I hereby authorize the unconditional and irrevocable donation of two days of my accumulated sick leave to be donated to the sick leave bank. I understand that the sick leave I have authorized for transfer will be permanently deducted from my account. I understand that my donation makes me an active and participating member of the Catastrophic Leave Program and that future donations may be required. I also acknowledge that I have read and understand the sick leave exchange procedure established by the Mark West Union School District and MARFAC and voluntarily agree to the terms of that procedure.

Sincerely,

Name (please print)

Signature

Date

APPENDIX G - Transfer of Sick Leave – Special Drive

To: Dr. Rachel Valenzuela, District Superintendent

Re: Transfer of Sick Leave – Special Drive

MARFAC has initiated a special sick leave donation drive for an employee who was ineligible to participate in the MARFAC Catastrophic Leave Program. In response to this, I hereby authorize the unconditional and irrevocable donation of up to _____ days (but no more than 3 days) of my accumulated sick leave to be donated to this employee. Donations will be given to the employee in the order in which they are received, and any donations that are not needed will be returned to the employees.

I understand that the sick leave I have authorized for transfer will be permanently deducted from my account. I also acknowledge that I have read and understand the sick leave exchange procedure established by the Mark West Union School District and MARFAC and voluntarily agree to the terms of that procedure.

Sincerely,

Name (please print)

Signature

Date

APPENDIX H - Catastrophic Leave Request Form

Catastrophic Leave Request Form

Name: _____

Date: _____

Catastrophic Leave for: ☐ Self ☐ Member of Immediate Family

Estimated leave dates: From _____ To _____

Reason: _____

MARFAC Approval/Denial (please circle one) _____
Signature Date

District Approval/Denial (please circle one) _____
Signature
Date

APPENDIX I - Certificated Employee Evaluation Form

CSTP Evaluation Forms

Mark West Union School District

CERTIFICATED EMPLOYEE EVALUATION

NAME:

LOCATION:

GRADE LEVEL/SUBJECT:

SCHOOL YEAR:

EVALUATOR:

DATE:

STANDARD ONE: ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

Elements of this Standard are:

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

COMMENTS:

STANDARD TWO: CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

Elements of this Standard are:

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

COMMENTS:

**STANDARD THREE: UNDERSTANDING & ORGANIZING SUBJECT MATTER
FOR STUDENT LEARNING**

Elements of this Standard are:

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

COMMENTS:

**STANDARD FOUR: PLANNING INSTRUCTION & DESIGNING LEARNING
EXPERIENCES FOR ALL STUDENTS**

Elements of this Standard are:

- Drawing on and valuing students' backgrounds, interests, and developmental learning needs.
- Establishing and articulating goals for student learning.
- Developing and sequencing instructional activities and materials for student learning.
- Designing short-term and long term plans to foster student learning.
- Modifying instructional plans to adjust for student needs (including working collaboratively with Special Education Support Staff).

COMMENTS:

STANDARD FIVE: ASSESSING STUDENT LEARNING

Elements of this Standard are:

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

COMMENTS:

STANDARD SIX: DEVELOPING AS A PROFESSIONAL EDUCATOR

Elements of this Standard are:

- Reflecting on teaching practice and planning professional development.
- Establishing professional goals and pursuing opportunities to grow professionally.
- Working with communities to improve professional practice.
- Working with families to improve professional practice.
- Working with colleagues to improve professional practice.

COMMENTS:

STANDARD SEVEN: OTHER PROFESSIONAL RESPONSIBILITIES

Elements of this Standard are:

- Participating in development and implementation of site and district decisions and programs.
- Providing a safe environment for supervised students.
- Developing and maintaining accurate administrative records and grading documents, and adhering to deadlines.
- Participating in student activities, such as clubs, student government, and co-curricular events.

COMMENTS:

COMMENTS/SUGGESTIONS FOR IMPROVEMENT:

CERTIFICATED PERSONNEL EVALUATION FORM

Employee:

Assignment:

Status: Probationary: _____ Permanent: _____ Temporary: _____

CERTIFICATED EVALUATION TIMELINE & PROCESS

I. Pre-Conference to review the CSTEP. Date _____

Standards chosen for primary focus:

Standard # _____

Standard # _____

Signature of Evaluatee: _____

Signature of Evaluator: _____

II. Classroom Observation Date(s):

#1 _____

#2 _____

#3/Final _____

Post conferences re observation and review of Evaluation Form;

#1 _____

#2 _____

#3/Final _____

III. Final Evaluation Conference Date (can be the same as the last post observation conference): _____

IV. Overall Evaluation:

Satisfactory (Standards met): _____

Unsatisfactory (Standards not met) _____

Signature of Evaluatee* _____

*I have the right to respond in writing, and my responses will be attached to the evaluation and placed in my personnel file. My signature on this evaluation does not necessarily signify agreement.

Signature of Evaluator _____