

AN AGREEMENT BETWEEN

**MERCED UNION HIGH SCHOOL DISTRICT
TEACHERS ASSOCIATION**

AND

MERCED UNION HIGH SCHOOL DISTRICT

JULY 1, 2021 – JUNE 30, 2024

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ARTICLE I
AGREEMENT

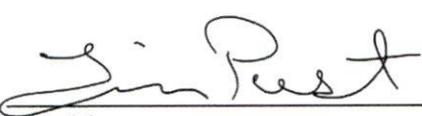
- A. The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Merced Union High School District (“District”) and the Merced Union High School District Teachers’ Association (“Association”).
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).
- C. Any contract between the District and an individual unit member heretofore executed shall be subject to, and consistent with, the terms and conditions of this Agreement.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed the Agreement, except as provided in the Savings Article of this Agreement, unless by mutual agreement.

MERCED UNION HIGH SCHOOL DISTRICT

By  _____
President, Board of Trustees

By  _____
Secretary, Board of Trustees

MERCED UNION HIGH SCHOOL DISTRICT
TEACHERS’ ASSOCIATION

By  _____
President

By  _____
Chief Negotiator

June 16, 2021
Date of Board Ratification

ARTICLE II

RECOGNITION

Pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code, State of California, the District hereby confirms its recognition of the Association as the exclusive representative for the purpose of meeting and negotiating for all certificated employees under written contract with the District including:

Library Media Teachers;

Resource Specialists; and

Teachers;

Counselors;

but excluding the management employees listed below:

School Nurse (non-management);

Administrative Interns;

Associate Principals;

Assistant Superintendents;

Deputy Superintendent;

Directors;

Executive Directors;

Health Services Supervisors;

Principals;

Program Administrators;

Program Specialists;

Psychologists;

Superintendent and

Vice Principals

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ARTICLE III
DEFINITIONS

- A. “Unit Member” refers to any certificated employee who is included in the appropriate unit as defined in the Recognition Article and therefore covered by the terms and provisions of this Agreement. Unit members shall include permanent, probationary, and temporary employees under contract for three or more class assignment periods for each day covered by employees’ contract.
- B. “Day” means a day when unit members are required to be in attendance.
- C. “Negotiate in good faith” means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all information necessary to the negotiation process.

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ARTICLE IV

ASSOCIATION RIGHTS

- A. The Association or its authorized representatives shall have access to certificated employees for the purpose of transacting organizational business so long as such activity does not interfere with the educational process or the operation of the school.
- B. The Association shall have the right to use school facilities for Association business at reasonable times when such facilities are not otherwise in use.
- C. The Association shall have the right to post notices of Association activities and matters of concern on school bulletin boards, at least one of which shall be provided in each school in an area frequented by unit members. The Association shall be responsible for keeping posted material current.
- D. The Association has the right to use the District mail service and certificated employee mail boxes for communications to certificated employees.
- E. Eight (8) members of the Association shall have the right to a mutually agreed upon reasonable number of periods of release time without loss of compensation in order to meet and negotiate with the District. The Association and the District shall meet one-half of the time on school time, with all substitutes paid by the District, and one-half of the time outside of school time, unless varied by mutual consent. Such time shall not be counted against Association business release time described in Section H of this Article.
- F. The grievant, one Association representative selected by the grievant, and certificated employees as necessary to serve as witnesses pertinent to a grievance shall be released without loss of compensation for the processing of any grievance.
- G. Names, addresses, and telephone numbers of all unit members shall be provided without cost to the Association on an annual basis in a format which lists unit members by work site and assignment. In addition, the District shall maintain an on-line staff directory to which the Association shall be provided access. Unit members may opt-out in writing from having their home addresses and telephone numbers included in the staff directory.
- H. The Association shall be granted ten (10) days of release time, with the Association paying for the

substitute, for Association leaders to take care of Association business. No individual Association member shall be released more than five (5) days under provisions of this paragraph.

- I. The Association, through its representatives, has the right to consult on the definition of selection of textbooks to the extent such matters are within the discretion of the public educational objectives, the determination of the content of courses and curriculum, and the school employer under the law.
- J. Rules and regulations of the employer shall not conflict with articles of the Agreement which are in conformance with the law.
- K. Within forty-five (45) days of ratification of this Agreement by both parties herein, the District shall provide each certificated employee of the district access to the Agreement through electronic publication of the agreement on the District web site.
- L. The Association president shall have one (1) additional District-paid preparation period each work day to conduct Association business. The Association shall provide the District the name of the following year's president by May 1. If the Association president is a counselor, library media teacher, speech or hearing specialist, he/she shall be allotted time each workday equal to the District-paid preparation period to conduct Association business. The Association president shall be provided with space adequate to conduct Association business at his/her school site, unless school facility needs at that site are so impacted that all appropriate spaces are needed for student educational purposes.
- M. Upon appropriate written authorization of the unit member, the District shall deduct from the salary warrant and make appropriate remittance for annuities, credit union, and any other plans or programs jointly approved by the Association and the District.
- N. New Bargaining Unit Member Orientation

Each time a person is newly employed in a position in the bargaining unit, the District will inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District will provide an annual new Bargaining Unit Member in-person orientation for all newly hired Bargaining Unit Members. This orientation will be scheduled during the contracted new teacher work year during the professional day and will generally take place prior to the first

day of instruction, except when no new Bargaining Unit Members are commencing employment at the beginning of the year.

Any Bargaining Unit Member(s) hired after the start of the school year will be provided an in-person orientation within thirty (30) calendar days from the date of hire.

O. Scheduling of Orientation

The District will provide written notice of the date, time, and location of all Bargaining Unit Member orientations by electronic mail to the Association president and vice president. This notice will be provided at the time the annual new Bargaining Unit Member Orientation is scheduled and at least fifteen (15) work days in advance of orientation meetings that occur throughout the year.

In the event the District is unable to comply with the stated advance notice, the District will, at the request of the Association, reschedule the orientation meeting and provide the advance notice to the Association. If, however, there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association will be provided as much advance notice as possible.

P. Association Time Provided

The Association will be provided no less than one (1) hour of uninterrupted time within the contracted teacher work day for Bargaining Unit Member orientation meetings. District administration will excuse themselves during Association time.

- a. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to Association Time and will have access to District audio-visual equipment.
- b. If the annual new Bargaining Unit Member orientation is held when the Association representative are required to be on duty, then the Association shall have District paid-release time for up to two (2) Bargaining Unit representatives to attend and participate in the Association Time portion of the annual new Bargaining Unit Member in-person orientations. If the employee orientations throughout the school year are held during contractual time, the Association shall have District paid-release time for one Bargaining Unit representative to attend and participate in the Association Time portion

of that meeting.

Q. Bargaining Unit Member Information

The following new Bargaining Unit Member information will be sent from the District to the Association president in digital Excel format no more than thirty (30) days after the date of hire or by the first pay period of the month of hire:

1. Name
2. Year of Birth
3. Home Address
4. Phone Numbers – work, home and cellular
5. Personal Email Addresses (non-District email)
6. School Site
7. Department
8. Date of Hire in Bargaining Unit Position
9. Full Time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Credential Status (Regular (i.e. Clear/Preliminary) v. Non-Regular) at the time of employment according to District records.
12. Whether the District is deducting membership dues for the employee

R. The District will deliver to the Association president the following information in digital Excel format for all Bargaining Unit Members each September, January and May of every school year:

1. Name
2. Year of Birth
3. Home Address
4. Phone Numbers – work, home and cellular
5. Personal Email Addresses (non-District email)
6. School Site
7. Department
8. Date of Hire in Bargaining Unit Position
9. Full Time Equivalent (FTE) status

10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Credential Status (Regular (i.e. Clear/Preliminary) v. Non-Regular) *
12. Whether the District is deducting membership dues for the employee

*This information will be provided to the Association President for all bargaining unit members one-time per year following the release of the SARC (School Accountability Report Card) in March.

Employees may submit a written request, pursuant to Government Code section 6254.3(c), prohibiting the disclosure of their home address, home telephone number, personal cellular telephone numbers, and personal email address. The District shall indicate in the information provided to the Association President those employees who have submitted such a request.

S. Severability

If any provision of this Agreement should be held invalid or unenforceable by operation of law or by any court or tribunal of competent jurisdiction, then the remainder of this Agreement will not be affected thereby and will remain in full force and effect. In such event, the employer and the Association will, upon request of either party, immediately commence negotiations regarding the means of compliance with such law or decision.

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ARTICLE V
DISTRICT RIGHTS

The District reserves its responsibility and authority to manage, direct, and control all its operations and activities under terms of the Agreement and to the full extent of the law.

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ARTICLE VI
GRIEVANCE PROCEDURE

A. Definitions.

1. A “grievance” is a claim by a certificated employee, group of certificated employees, or by the Association upon the interpretations, meaning, or application of any of the provisions of the written Agreement. A grievance must be initiated within fifteen (15) days after the grievant knew of the event giving rise to the grievance.
2. A “grievant” is the person, persons, or Association making the claim.
3. A “party in interest” is the person or persons making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems arising from the interpretation, meaning, or application of the Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein shall be construed as limiting the right of any member having a complaint to discuss the matter with an appropriate member of the Administration and to have the complaint adjusted without further intervention.

C. Procedure.

1. Since it is important that grievances be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in harm to a party in interest, the time limits set forth herein may be reduced by mutual agreement so that procedure may be exhausted prior to the end of the school year or as soon after as is practical.
3. Failure at any step of this procedure to communicate the decision on a grievance to the

grievant within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step in this procedure to appeal the grievance to the next step within the specified time shall be deemed evidence of forfeiture of the right to process the grievance to a higher level. If a question arises as to the arbitrability of a grievance, such questions shall be ruled on by the arbitrator.

D. Steps in the Grievance Procedure.

1. STEP ONE. The grievant shall first discuss the grievance with the appropriate principal or immediate supervisor, either directly or through the Association's designated grievance representative, with the objective of resolving the matter informally.
2. STEP TWO. If the grievant is not satisfied with the disposition of the grievance at STEP ONE, the grievant shall file the grievance in writing with the principal and with the president of the Association within five (5) working days. Within five (5) working days after receipt of the written grievance by the principal, the principal shall again meet with the grievant, who may be accompanied by a representative of the Association, in an effort to resolve the matter. The principal shall render a decision in writing regarding the grievance within five (5) working days following this meeting. Copies of said decision shall be provided the grievant and the president of the Association.
3. STEP THREE. If the grievant is not satisfied with the disposition of the grievance at STEP TWO, or if no written decision has been rendered five (5) working days after the grievant has first met with the principal, the grievant may file the grievance in writing simultaneously with the Superintendent and the Association president. Within five (5) working days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the grievant, who may be accompanied by a representative of the Association, in an effort to resolve the matter. The Superintendent shall within ten (10) working days following the meeting render a preliminary decision in writing to the grievant and to the president of the Association. If the grievant is not satisfied with the disposition of the grievance at STEP THREE, or if no written decision has been rendered within ten (10) working days after the grievant meets with the Superintendent, the grievant may, within ten (10) working days after a decision by the Superintendent or after failure to render a decision within the specified time

limit, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the grievant, may submit the grievance to arbitration.

4. STEP FOUR. Within ten (10) working days after such written notice of submission to arbitration, the District and the Association shall select a mutually acceptable arbitrator.

Procedures used to secure the services of an arbitrator are the following:

- a. A request shall be made to the American Arbitration Association to submit a roster of eleven (11) persons qualified to function as arbitrator in the dispute in question.
- b. The parties shall thereupon alternate in striking a name from the roster until one (1) name remains. The person whose name remains shall be the arbitrator. The arbitrator shall be limited to the issues submitted, and no evidence shall be submitted to the arbitrator that had not been submitted at STEP THREE. The arbitrator's ruling shall not add to nor subtract from the Agreement between the parties. The arbitrator cannot rule on (a) the termination of services of, or failure to reemploy, any unit member; or (b) any unit member's evaluation, except procedural matters. The findings of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusion on the issues submitted. Only the District, the grievant, and the Association shall be provided copies of the arbitrator's report. The arbitrator's decision shall be binding on both parties. Cost of the arbitration shall be subject to the following:
 - c. Each party shall bear the costs incurred by themselves.
 - d. The filing fee and the fee and expenses of the arbitrator shall be borne equally by the District and the Association.

E. Rights of Teachers to Grieve and be Represented.

1. All documents, communications, and records dealing with the processing of a grievance shall be kept in a separate grievance file and shall not be placed in the personnel file of any of the participants.
2. Any grievant may be represented at all steps of the grievance procedure by himself or, at his/her option, by a representative.
3. The District and the Association shall ensure any grievant, party in interest, or participant in

the grievance procedure freedom from restraint, interference, coercion, discrimination, and reprisals in representing an appeal with respect to a grievance.

F. Miscellaneous.

1. Time limits for action provided in each level shall begin the day following the receipt of the written grievance document by the parties in interest (e.g., if an event occurs on Monday then Tuesday is day one).
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal, the grievant shall submit such grievance in writing to the Superintendent and the Association directly, and the processing of such grievance shall be commenced at STEP THREE.

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ARTICLE VII
ORGANIZATIONAL SECURITY

- A. Any unit member who is a member of the Merced Union High School District Teachers' Association/California Teachers' Association/National Education Association, or who has applied for membership, may sign and deliver to the District an assignment form authorizing deduction of unified membership dues and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) 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 prorated to complete payments by the end of the school year. Any unit member who is a member of the Association shall remain a member for the term of the Agreement subject to the provisions of Section C.
- B. Any unit member who is not a member of the MUHSDTA/CTA/NEA or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues and general assessments. Payments to the Association shall be made in one (1) lump-sum cash payment in the same manner as required for the payment of membership dues, unless, however, the unit member authorizes payroll deduction for such fee in the same manner as provided in Paragraph 1 of this Article. In the event that a unit member does not pay such fee directly to the Association or does not authorize payment through payroll deduction as provided in Paragraph 1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

- C. 1. Any unit member hired prior to March, 1980, who in good conscience chooses not to become a member of the Association or whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support MUHSDTA/CTA/NEA as a condition of employment except, that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) or Title 26 of the Internal Revenue Code:
- a. United Way or one of its member organizations.
 - b. American Cancer Society.
 - c. Heart Association.
2. All unit members hired after March 1980, whose traditional tenets or teachings include objections to joining or formally supporting employee organizations shall not be required to join or financially support MUHSDTA/CTA/NEA as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the non-religious, non-labor organizations, charitable funds listed in C. 1 above. Verifiable evidence of membership in a religious body whose traditional tenets or teaching object to joining or financially supporting employee organizations shall be made on an annual basis to the District as specified in C. 1.
3. Proof of payment to one of the designated charitable funds, a written statement of objection, and, if applicable, verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Paragraphs C.1 and C.2 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraphs C.1 and C.2 of this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. All information as listed above shall be presented on or before thirty (30) days from the date of commencement of assigned duties within the bargaining unit. The Association shall have the right of inspection in order to review said proof of payment.
4. Any unit member making payments as set forth in Paragraphs C.1 and C.2 above, and who

requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using grievance or arbitration procedures.

- D. With respect to all sums deducted by the District pursuant to Paragraphs C.1 and C.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished. The Association agrees to refund to the District any amounts paid to the Association in error.
- E. Part-time certificated employees who are not eligible for health and welfare benefits provided by this Agreement are excluded from the provisions of this Article.
- F. The Association and the District agree to furnish to each other any information needed by either party to fulfill the provisions of this Article.
- G. The Association agrees to pay to the District all legal fees and legal costs incurred by the District in the dismissal of any unit member pursuant to the agency fee provisions of this Agreement.
- H. The Association agrees to pay to the District all 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 agency fee provisions of this Agreement or their implementation.
- I. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraphs C.1 and C.2 shall or shall not be compromised, resisted, defended, tried, or appealed.

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ARTICLE VIII
STATUTORY CHANGES

Provisions of state or federal statutes which are adopted during the time of this Agreement, which are mandatory, and which fall within the scope of the Agreement shall be adhered to; statutory provisions which are permissive and which fall within the scope of the Agreement may be the subject of negotiations at such time as the Agreement is renegotiated.

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ARTICLE IX

SAVINGS

If any provision of this Agreement or application thereof is held to be contrary to law by a court of competent jurisdiction, such provision or application shall be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

Should a provision or application be deemed invalid as described above, the parties shall meet no later than ten (10) days after a request by either of the parties to renegotiate the provision or provisions affected.

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ARTICLE X

NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties agree to meet and negotiate over a successor Agreement subject to the provisions of the California Government Code relating to public educational employment relations, subsequent amending legislation, and the rules and regulations of the Public Employment Relations Board. Such negotiations shall begin not later than ninety (90) calendar days prior to the expiration of the Agreement, unless inhibited by an application of the laws, rules, and regulations indicated above.

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ARTICLE XI

WORK YEAR AND HOURS OF WORK

A. Work Year.

1. Unit members with classroom assignments will be on duty the days school is in session and other days in accordance with the calendar adopted annually by the Board of Trustees.
2. Unit members with non-classroom assignments will be on duty as the Superintendent may direct, but no longer than one hundred eighty-four (184) days.
3. The certificated work year is to be no more than 184 days for returning unit members and 186 days for the first-year unit members, including those who return after an absence of more than thirty-nine (39) school months.
4. The number of instructional days will number 180, with one non-instructional day occurring at the conclusion of each semester. This day will be used exclusively for individual teacher classroom work and preparation. Should an emergency decrease the number of instructional days to less than 180, the District and Association will recommend a revision of the school calendar to the Board of Trustees.
5. The counselors' and the library media teachers' work year will be 189 days. The additional five (5) days beyond the regular certificated work year will be paid at the counselors' and the library media teachers' prorated daily salary. By mutual agreement of the unit member and the supervisor, a counselor or library media teacher may work up to an additional three (3) days beyond 189 days for a total of 192 days. The counselor or library media teacher may elect to take either comp time or pro-rated daily pay for these additional days beyond 189 days.
6. Unit members may volunteer to work the 1A instructional day schedule. Unit members working the 1A period will remain for the number of consecutive periods that constitute a full instructional day at the site where the employee serves or may elect to split their periods of assignment. Staff meetings will be scheduled to accommodate those teachers assigned to the 1A schedule.
7. All certificated employees holding the position of Athletic Director will be placed on an

extended work year contract and will be compensated at the rate of one-fifth (1/5) of their annual base pay. The 40 additional days of service will be rendered in addition to the regular 184 day certificated work year. Athletic Directors will perform the duties and responsibilities of the Athletic Director job description and will not be assigned classroom teaching duties.

B. Hours of Work and Adjunct Duties.

1. A unit member will work a professional day. He/she will report for duty and render school-based services thirty (30) minutes prior to the start of his/her instructional day and will remain for the number of consecutive periods that constitute a full instructional day at the site where the employee serves plus the time required to perform any other professional duties. A group of certificated site personnel, with support from the site principal, may propose a plan for an instructional day schedule different than five instructional periods plus a preparation period.

The plan must include at a minimum the following:

- a. A timeline for implementation of the change.
- b. Educational goals expected to be accomplished by the change.
- c. A comprehensive evaluation plan to assess the effectiveness of the change, and to determine if the schedule change continues or not.
- d. The equivalent length of the instructional day and the availability of equivalent preparation time of the unit members, even though it may be configured differently, at the site where the change has occurred will be guaranteed.

The plan for an alternative schedule will be provided to the DTA Executive Board for review in order to allow a reasonable opportunity to identify and bargain the effects that are within the scope of bargaining pursuant to the EERA.

The alternative schedule will be voted on to determine whether that plan should be implemented at the site. More than sixty percent (60%) of the teachers at the site must vote in favor of the alternative schedule in order to implement the change. DTA and the District will jointly conduct the election using DTA's established election procedures. A DTA representative, the site principal, and any other DTA officers which DTA requests to be present will be permitted to observe the vote count. Any plan for an alternative schedule is subject to final approval by the Governing Board.

A plan for an alternative schedule which provides additional educational opportunities for students during the school day shall be developed at each school site in 2017-2018 for implementation effective beginning in the 2018-2019 school year. If unit members proposed a 7-period day, unit members shall be assigned to teach 5 out of the 7 periods. Under such a plan, unit members shall be provided an opportunity to volunteer to teach a 6th period and receive additional compensation in the amount of 1/5 of their annual base pay to the extent that such opportunities are available. Each plan must include at a minimum the items listed in Section B.1.a-d and the process for plan approval shall be as described in the two paragraphs which follow subsection a.-d. If a school site votes to adopt an alternative schedule, the District will only offer remediation courses and non-credit enrichment opportunities during summer school.

2. Included within the duties and responsibilities are individual lesson planning and program development, professional development, instructional materials preparation, special help to students, testing and record keeping, individual student consultation and instruction, a reasonable amount of staff meetings, before and after school meetings with parents, and/or students, staff meetings, and participation in necessary student supervision. These professional duties will include attendance at IEP, Section 504, and meetings at which the teacher's attendance is required because the meeting relates to a student assigned to the teacher's class. These meetings will be held during the work day, except in situations where a parent is unable to attend during the work day and requests that the meeting occurs outside the work day. The teacher will be provided notice of the meeting sufficiently in advance to make necessary arrangements to attend the meeting outside the work day.

Unit members will use the District's on-line grading program or otherwise consistently provide a detailed description of assignments and grades to all students in their classes and their parents, as well as the school counseling office. The goal is for such updates to occur at least once every two to three weeks when school is in session.

3. All unit members will attend no more than four evening school activities such as Open House, Report Card Night, and Back to School Night which occur outside the instructional day. Total hours for these activities will not exceed ten (10) hours.

4. It will be mandatory that every full-time unit member be provided a duty-free lunch break of not less than thirty (30) minutes, and a nutrition break, if any, shall be duty free.
5. Unit members will be available during non-instructional time within the workday, including preparation time, with the exception of a duty-free thirty-minute (30) lunch period, to confer with students, parents, and school personnel relative to student achievement and behavioral matters.
6. Unit members are required to attend scheduled faculty meetings, both departmental and general. Additionally, a reasonable number of other meetings, including accreditation and planning meetings, may be called. Absence from such meetings must be approved by the principal before such scheduled meetings, except when a unit member has been absent from duty on the day of the meeting.
7. Unit members are required to assist with non-teaching assignments as equitably assigned by the principal. Assignments known at the beginning of the school year will be made during the first two weeks of school and will be subject to revision during the first two weeks of the second semester. Assignments made after these times will be made only to unit members who volunteer.
8. A unit member under contract on a part-time basis will serve on campus a proportion of the total full-time workday, which will be in the same ratio as the actual teaching periods are to the total teaching periods in a full-time assignment; will assume the appropriate pro-rata share of extra duties normally required of full-time instructors; and will attend all required meetings.
9. Assignments of unit members who are involved in coaching and/or last period athletics will be subject to the following conditions:
 - a. If last period physical education/athletics is to be counted as one of the five (5) required instructional periods, it will be necessary for instructors so assigned to be responsible throughout the school year for their proportionate share of students enrolled in last period physical education/athletics. Instructors will be assigned to this period in approximately the same student/teacher ratio utilized for establishing the number of sections for regular physical education classes.

- b. All teachers of physical education, except department chairs, who are assigned three (3) or more periods to this department, may be required to accept coaching assignments during two (2) sport seasons each year during their first seven (7) years of employment in the District. If a unit member is required to coach, the coaching assignment must be in an area in which he/she is experienced.
- c. Unit members who teach five (5) periods in addition to coaching one (1) or more sports will not be obligated to undertake such coaching until after the close of the school day. If the teacher's preparation period occurs in the last period, he/she may take it as a preparation period or begin coaching at that time.
- d. Unit members whose original assignment included coaching may be required to coach. The coaching assignment must be in an area in which he/she is experienced.

10. Preparation and Non-instructional Period(s)

All unit members will be granted a preparation period, with the following exceptions or conditions:

- a. Counselors, library media teachers, and unit members on special teaching assignments, unless teaching three (3) or more periods in the classroom.
- b. Part-time unit members who serve on contract for less than a full school day shall serve as delineated in Section 8 of this Article.

A unit member who agrees to relinquish a preparation period and teach an additional daily class, shall be paid one-fifth (1/5) of his/her base salary or pro-ration thereof for service less than a full school year.

For school sites which have adopted a seven (7) period day with five (5) instructional periods, unit members shall have two (2) periods of non-instructional time, including a preparation period. A unit member who does not teach an additional class on a daily basis during one of the two (2) non-instructional periods, shall earn one period of compensatory time in the event that a site administrator requires the unit member to perform any of the duties described in sections 2, 5 and 6, above, during both non-instructional periods. A unit member who volunteers or is assigned by administration to substitute during one or both non-instructional periods shall receive the regular substitute hourly rate in addition to regular salary, or in lieu of pay may elect one period of comp

time for each period of substitution.

11. All Counselors shall perform additional duties and will be paid one-fifth (1/5) of their base salary, or a pro-ration thereof, for service less than a full school year. Those duties will include:
 - a. Be the initial contact for students in distress or in crisis and conduct risk screeners for threats of self-harm and lead student reentry teams.
 - b. Conduct regular classroom visits and lessons with at-risk students (e.g. providing behavior supports, monitoring student attendance and grades.)
 - c. Assist in the development of CTE pathways and counsel students in CTE and A-G requirements.
 - d. A counselor at each school site will be available once per week to provide services to students 60 minutes after the end of the instructional day on days when students are present. This duty shall be performed by each counselor on separate days of the week. For example, if a school site has four (4) counselors assigned to it, there will be four (4) days during the work week in which a counselor is available to students for 60 minutes after the end of the instructional day. Each site principal in consultation with the counselors at that site will determine a means for equitably assigning this duty.
 - e. A counselor at each school site will be assigned to be on duty for each of the 10 days in advance of the first instructional day and for each of the 10 days after the last instructional day. A counselor who works outside of the standard counselor work year will earn one day of compensatory time for each flex day worked. Each site principal in consultation with the counselors at that site will determine a means for equitably assigning this duty.
12. All Library Media Teachers shall perform additional duties and will be paid one-fifth (1/5) of their base salary, or a pro-ration thereof for service less than a full school year. Those duties will include:
 - a. Assume site leadership duties relating to development of curriculum and instruction and professional development planning.
 - b. Assist in development and implementation of an action plan for technology integration.

- c. Be the primary contact for students and staff regarding technology support and assistance in troubleshooting technology issues on campus.
 - d. Assist in development and implementation of District-wide professional development opportunities and trainings.
13. Teachers on Special Assignment (TSAs) and Counselors on Special Assignment (e.g. College Career Counselors) shall perform additional duties and will be paid one-fifth (1/5) of their base salary, or a pro-ration thereof for service less than a full school year. Those duties will include:
- a. Move forward site and District goals through development of curriculum and instruction and mentoring related to performance of specific job duties.
14. In the event that the District determines that non-classroom certificated personnel are no longer required to perform the additional duties described in Paragraphs 11-13, the extra compensation in the amount of one-fifth of their base salary will no longer be provided to those unit members and the duties will no longer be considered part of those unit members' professional responsibilities. Unit members will receive as much advance notice as possible of any change which reduces these duties and compensation. Such a change will be made effective at the beginning of a school year.

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ARTICLE XII

SAFETY

- A. It shall be the responsibility of the District and the right of every unit member to be provided a safe and healthful working environment.
- B. Unit members shall be responsible for reporting unsafe or unhealthful conditions immediately if at all possible. Upon report of any unsafe or unhealthful condition involving school site facilities or operations, the site administrator or designee will respond to the reporting unit member acknowledging receipt of the report and indicating the proposed responsive actions(s) and timeline for resolution. Unit members will be part of the decision making process regarding the proposed responsive action and timeline by providing input at staff meetings or written comment to the site administrator.
- C. The Association will be invited annually to provide the name of a unit member who will voluntarily serve on an Employee Safety Committee. The unit member will be compensated in accordance with the collective bargaining agreement if the unit member attends a committee meeting during their prep period. Participation on this committee will not be included as part of the high school extra duties. No payment will be made for travel required to participate on the committee. A copy of the minutes of the committee meetings will be provided to the Association President.
- D. In accordance with Education Code 49079 teachers will be informed of students who have engaged in, or are reasonably suspected to have engaged in, acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4 or 48900.7 (grounds for suspension or expulsion from school). When a student is enrolled in the District and assigned to a teacher's classroom, the teacher will receive a note in the District's electronic grading system (Aeries) indicating that the student has a record of engaging in such acts. This note will be available to the teacher no later than the student's first day in a teacher's class for current MUHSD students and upon receipt and processing of a student's cumulative folder for students who are enrolling from another district. At the time the note is entered in the system, the teacher will also be able to access through the electronic grading system records that the District

maintains in the ordinary course of business, or which it receives from a law enforcement agency, regarding the student from the previous three school years. Teachers will also be made aware of any behavior contracts, IEPs, 504 Plans and other documents related to the student which would potentially impact the safety of the teacher or students in the classroom. Any information received by a teacher pursuant to this section will be received in confidence for the limited purpose for which it was provided and shall not be disseminated by the teacher.

- E. Unit members will be required to change classrooms only due to a change of assignment, transfer, modernization, construction, or reconfiguration of classrooms for the educational benefit of students. Unit members required to change rooms will be provided one paid work day outside of the work week for the purpose of the move.

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ARTICLE XIII

CLASS SIZE AND COUNSELING LOAD

- A. The desirability of limiting the number of students participating in a class or assigned to a counselor is recognized, as is the desirability of equalizing, as much as possible, the number of students assigned to the various classes within a subject area. The above factors are viewed as desirable both from an educational viewpoint and from the viewpoint of providing a good working environment for unit members. To that end, the policy of the District is to limit class size and to equalize class size to an extent consistent with sound educational principles and within the fiscal and physical capabilities of the District.
- B. In the event that the number of students in a classroom exceeds:
1. The number of workstations that can be safely shared or shared without impairing the teaching and/or learning process.
 2. The number of desks that can be safely fit into a classroom or fit into a classroom without impairing the teaching and/or learning process.
 3. The number of students that can be safely managed in a locker room or kept safe in a physical activity.

The unit members shall report the issues to their site administrator. The site administrator shall make a good faith effort to address the issue immediately. After receiving the notification, the site administrator or designee will respond to the reporting unit member acknowledging receipt of the report and indicating the proposed action and timeline for resolution.

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ARTICLE XIV

TRANSFERS, REASSIGNMENTS, CLASS ASSIGNMENTS

A. Voluntary Transfer.

1. The definition of a voluntary transfer is movement of a unit member from one location to another because of his/her written request to work at that location.
2. Those desiring to change location will be afforded an opportunity to make their preferences known to the District through the submission of the document entitled "Certificated Request for Assignment" (intent information document) (See Page 83).

For vacancies which are to be filled after the beginning of the school year and prior to April 15 for the following school year, interviews for bargaining unit vacancies will be given to permanent and probationary employees already part of the District staff, prior to considering out-of-district candidates, provided they meet the minimum qualifications for the position and provided they have submitted a request for transfer for the school year in which the vacancy occurs or if they have responded before the closing date of a specific posted vacancy.

3. Voluntary transfers will be based upon training, experience, skills, certification and seniority in the district. All factors being equal, the unit member with the most seniority in the district will be granted the transfer.
4. Before a voluntary transfer is finalized, it must have the approval of the Superintendent or his/her designee.
5. Intent information documents for the next succeeding school year must be submitted electronically by March 1 to the District Office from which the employee wishes to transfer. It will be the responsibility of the District to make the forms available. It will be the responsibility of the employee to submit the request electronically by the deadline.
6. Vacancies are any positions that do not have a unit member assigned after the Class Assignments in Section F are allocated. Vacancies will be posted electronically for a period of ten (10) work days. A copy of the posting will be forwarded to DTA unit members and the Association President, at District e-mail addresses.

7. Whenever the District elects to utilize an Advisory Committee in the operation of the Voluntary Transfer section of this Article, the committee will consist of four (4) persons selected as follows:
 - a. The chairman of the department where the vacancy exists.
 - b. Three (3) members chosen from a list of five (5) names provided by the Association.

B. Involuntary Transfer.

1. The definition of an involuntary transfer is movement of a unit member from one location to another by the District when such move is not requested by the unit member.
2. Involuntary transfers will be based upon the training, experience, skills, certification, the unit member's preference and seniority in the District. All factors being equal, the unit member with the least amount of seniority in the district will be transferred.
3. Before an involuntary transfer is made, meetings for the purpose of consultation will be held at both affected school sites. These meetings will include the principal, department chair, Association designated representative, and the unit member to be transferred.
4. A reasonable attempt will be made to provide the unit member with a tentative placement for the next succeeding school year by May 1.
5. No involuntary transfer will be made where a qualified volunteer exists.
6. No involuntary transfer will be made for arbitrary, capricious, punitive, or discriminatory reasons.
7. A transferred teacher, being transferred within the teacher's work year, will receive upon request, no fewer than three (3) release days to prepare for the new assignment.

C. Voluntary Reassignment.

1. When teaching and coaching responsibilities are posted concurrently for the same position, internal candidates may request consideration for either part of the jointly posted position.
2. The definition of a voluntary reassignment is assignment of a unit member within the same location to teach classes or to perform other primary work responsibility in a different department from that of the prior year with the full written concurrence of that unit member.
3. Those desiring to change their teaching assignments or other primary work responsibilities will be afforded an opportunity to make their preference known to the District through

submission of the intent information document (See Page 83). Prior to seeking out-of-district candidates, first consideration for non-administrative vacancies will be given first to permanent and then to probationary unit members already part of the District staff, provided they meet the minimum qualifications for the position and provided they have requested reassignment for the school year in which the vacancy occurs or if they have responded before the closing date of a specific posted vacancy.

4. In cases where more than one unit member requesting a reassignment meets the minimum qualifications for a position, seniority in the District will be considered in granting the reassignment.
5. Before a voluntary reassignment is finalized, it must have the approval of the Superintendent or his/her designee.
6. Intent information documents for the next succeeding school year must be submitted electronically to the District Office by March 1. It will be the responsibility of the District to make the forms available. It will be the responsibility of the unit member to submit requests electronically by the deadline.
7. Vacancies will be posted for a period of ten (10) work days.
8. Whenever the District elects to utilize an Advisory Committee in the operation of the Voluntary Reassignment section of this Article, the committee will consist of four (4) persons selected as follows:
 - a. The chairman of the department where the vacancy exists.
 - b. Three (3) members chosen from a list of five (5) names provided by the Association.

D. Involuntary Reassignment.

1. The definition of an involuntary reassignment is assignment of a unit member within the same location into a teaching or work assignment in a different department from that of the prior year without the concurrence of that employee after the Class Assignments in Section F. are allocated.
2. Involuntary reassignment will be based upon the training, experience, skills, and certification of the individual unit member, the unit member's preference, and seniority in the location where the vacancy exists.

3. Before an involuntary reassignment is made, a meeting for the purpose of consultation will be held with the principal, department chair, Association designated representative, and the unit member to be reassigned.
 4. A reasonable attempt will be made to provide the unit member with a tentative assignment for the succeeding school year by May 1.
 5. No involuntary reassignment will be made where a qualified volunteer exists.
 6. No involuntary reassignment will be made for arbitrary, capricious, punitive, or discriminatory reasons.
 7. A reassigned teacher, being reassigned within the teacher's work year, will receive upon request, no fewer than three (3) release days to prepare for the new assignment.
- E. Positions made available by temporary reassignments or leaves or filled by temporary or substitute employees are not vacancies under this Article.
- F. Class Assignments.
1. Class assignment is defined as classes the unit member is assigned to teach and/or other work responsibilities required to complete the member's professional day.
 2. The principal will notify the department chairperson of the number of sections within the department and the parameters, if any, the principal would like the department chairperson to consider for the assignments.
 3. After soliciting and considering department input, the department chairperson will make recommendations to the principal regarding assignments for the coming year.
 4. The principal will consider the department chairperson's recommendations. Additionally, the principal must consider the following criteria:
 - Parameters communicated to the department chairperson
 - Credential requirements, including all state & federal requirements
 - Number of Preps
 - Special training (e.g. Advanced Placement)
 - Experience teaching a particular class
 - Split assignments between campuses
 - Department member preferences

•Department seniority

5. Having considered these criteria, the principal will finalize the class assignments.
6. No class assignments will be made for arbitrary, capricious, punitive, and/or discriminatory reasons.
7. A reasonable attempt will be made by the principal to provide the unit members with their class assignments for the succeeding year by May 1.
8. When a change in class assignment occurs after July 31 a unit member will receive, upon request, one (1) release day for classes previously taught, and up to three (3) release days to prepare for the new class assignment.
9. In connection with the development of the Master Schedule, a principal will post all prep buyouts by position, title, name of unit member and amount of prep buyouts per unit member at each location after July 1. The number and assignment of prep buyouts is subject to change as the Master Schedule changes and the prep buyouts will be updated prior to the end of October (end of first quarter) and March (end of third quarter).

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ARTICLE XV
UNIT MEMBER EVALUATIONS

A. Definitions.

1. "Observation" - A classroom visitation by an administrator and subsequent completion of the classroom observation record.
2. "Evaluation Conference" - A meeting between the observing administrator and the unit member for the purpose of discussing the classroom observation.
3. "Summary Evaluation" - A composite of the classroom observation(s), including a narrative commentary completed on the summary evaluation form.

B. Evaluation Principles.

The District shall evaluate and assess unit member's competency as it reasonably relates to the following:

1. The progress of pupils toward the standards established by the Board of Trustees.
2. The instructional techniques and strategies used by the unit member in the classroom.
3. The employee's adherence to his/her written curricular objectives.
4. The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.
5. Counselors - District adopted guaranteed Guidance Services.
6. Library Media Teachers - District adopted job description.
7. Technology Integration Specialists – District adopted job description
8. Curriculum Coaches – District adopted job description.
9. Athletic or Activities Director – District adopted job description.

C. Evaluation Procedure.

1. Every probationary unit member shall be observed at least three (3) times each school year. One of these observations must be completed no later than December 1. The evaluation process must be completed by March 1.
2. Every permanent unit member shall be observed every other year, no later than March 15 of the year in which the evaluation takes place. The summary evaluation shall be completed by

April 15.

3. Every Permanent unit member, who has been employed at least 10 years with the District and are Highly Qualified; if those personnel occupy positions that are required to be filled by a highly qualified professional by the Federal No Child Left Behind Act of 2001, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree, shall be observed every five years. The certificated employee or the evaluator may withdraw consent at any time.
4. No later than November 1 of the year in which an evaluation is to take place, the evaluator and the unit member shall meet and mutually agree to the unit member's educational objectives for the year. Examples of educational objective areas include but are not limited to: professional growth, instructional methodologies, interpersonal relationships, school priorities, classroom management, and parent involvement.
5. Preceding at least one observation, the evaluator and the unit member shall mutually agree to the specific standards to be evaluated as well as the length of time of the observation. The evaluator and the unit member shall agree to a minimum of two standards to be evaluated. The unit member shall be given two (2) days advance notice before the observation occurs; however, the waiting period may be waived by mutual agreement. This clause shall not preclude additional unannounced observations.
6. Each observation shall be followed by a conference in which the evaluator and the unit member shall review the observation. All conferences relating to evaluation shall be recorded in writing by the evaluator and shall be signed by both the evaluator and the unit member.
7. Any unit member who receives an unsatisfactory observation shall, upon written request, be entitled to a subsequent observation and conference prior to the written summary evaluation. This subsequent observation shall be made within ten (10) working days after receipt of the written request.
8. In the summary evaluation no negative comments or judgments shall be included unless at least one (1) unsatisfactory mark in the same general category is included on two (2) separate observations. Changes may be suggested without rating the unit member unsatisfactory. Negative comments or judgments shall be limited to the standards which were mutually

agreed to in the pre-observation conference.

9. If subsequent observations indicate that the unsatisfactory or negative areas have been corrected, this information shall be included in the observation form and placed in the unit member's file.
10. When any unit member has received an unsatisfactory summary evaluation, he/she shall be observed annually until he/she achieves a satisfactory summary evaluation or leaves the District.
11. If after the unit member has received an unsatisfactory summary evaluation, the District may request, but not require, his/her participation in a program designed to improve appropriate areas of his/her performance and to further pupil achievement and the instructional objectives of the District. The following conditions shall govern the improvement program:
 - a. The program shall relate to the identified area(s) of unsatisfactory performance.
 - b. The nature of the program shall be mutually agreed to by the unit member and his/her evaluator.
 - c. Release time shall be provided when required by the nature of the program.
 - d. If the program includes peer participation, the relationship between the participating unit member and his/her peer shall be confidential.
 - e. The unit member shall not incur any costs for participation in a District improvement program.
 - f. Agreement to participate in an improvement program shall not be construed as an admission of unsatisfactory performance by the unit member.
12. Unit members shall not be required to participate in the evaluation and/or observation of another unit member.
13. An administrator who has conducted a "walk-through" observation of the unit member's classroom may serve as the evaluator of that unit member.** A completed "walk-through" form must be provided to the unit member. However, the evaluator shall not base his/her evaluation of a unit member's teaching performance on any information which was not collected through formal observation of such unit member pursuant to this Article. Hearsay statements shall be excluded from written evaluations. In addition to the above, the counselor

and the evaluator shall meet to discuss the District's guaranteed guidance services that will be included in the evaluation.

14. District evaluators shall take reasonable steps necessary to ensure that all deadlines in the evaluation procedure are adhered to. In addition to the above, the library media teacher and the evaluator shall meet to discuss the District adopted library media teacher job description.

D. Personnel Files Related to the Evaluation.

1. The District shall not base any formal action against a unit member upon evaluation materials which are not contained in his/her personnel file.
2. When any written or recorded items of such unsatisfactory performance or conduct are to be placed in a unit member's personnel file, he/she shall be given an opportunity to initial and to date the material or to prepare a written response to such material. Any written response shall be attached to the materials. He/she shall be given an opportunity during the non-instructional working day to initial and to date the materials and to prepare a written response.
3. Access to personnel files shall be limited to the unit member and the members of the Board and Administration. The contents of all personnel files shall be kept in strictest confidence. Upon written authorization for information specified by a unit member, another person shall be permitted to examine and/or obtain a copy of materials in such unit member's personnel file at the unit member's expense. The signed authorization shall be kept in the file.
4. The Assistant Superintendent and/or Superintendent shall be the only persons who can authorize placement of materials in unit member's file. File materials shall contain this authorization as well as the dates on which such materials were drafted and placed in the file. Copies of all materials shall be provided to the unit member.
5. The District shall maintain the unit member's personnel file at the District's central office.
6. The only evaluation forms to be used by the District are attached here to. (See Appendix)
Unit members shall be evaluated using the following forms:
 - a. Instructional Observation Report - Permanent unit members who request to be evaluated with this form.
 - b. CSTP Aligned Evaluation Report – Probationary unit members and other unit members who request to be evaluated with this form. The CSTP Aligned Evaluation Report shall

be composed of the following documents (1) Formal Classroom Observation Report, (2) Teacher Summative Evaluation, (3) Improvement Plan.

7. The CSTP Aligned Evaluation Report shall be implemented on a trial basis in accordance with Section 6b., above, commencing at the beginning of the 2008-09 school year. It may be used on a voluntary basis by any unit member in the 2007-08 school year. The District and DTA will assess the effectiveness of the new instrument and negotiate any necessary adjustments for final implementation in the 2010-2011 school year.

**This sentence shall sunset upon implementation of the redesigned evaluation system pursuant to the MOU between the parties dated November 12, 2015.

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ARTICLE XVI

LEAVES

A. Bereavement.

1. For absence occasioned by each death in the unit member's immediate family, no deduction in pay shall be made until such absence exceeds three (3) days. If the bereavement necessitates one-way travel of at least 225 miles, no deduction in pay shall be made until such absence exceeds five (5) days. See Part C for regulations pertaining to extension of bereavement leave.
2. Immediate family as used in this section means mother, father, grandchild, step-parent, grandmother, grandfather of the unit member, or the spouse of the unit member, and the son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, or any relative living in the immediate household of the unit member.

B. Sick Leave.

1. Unit members are granted sick leave when they are compelled to be absent from regular duty because of accident, illness, quarantine, or temporary disability caused by childbirth.
2. Sick leave with full pay shall be granted on the basis of ten (10) days per year. For unit members whose regular annual contract requires service for longer than the regular school year, one (1) day for each added month of service shall be granted.
3. Unused sick leave shall be accumulated from year to year without limit or restriction.
4. The accumulated sick leave becomes available on the first required service day of the annual duty year.
5. Any unit member who is absent because of illness, accident, or quarantine, not exceeding five (5) calendar months, shall have deducted from his/her salary, for the days absent in excess of the unit member's total accumulated sick leave, only the amount paid to the substitute teacher. If no substitute is employed, the amount which would have been paid to the substitute shall be deducted.
6. Sick leave for unit members on less-than-full-time duty shall be in the proportion as their employment is to full-time.

7. The Superintendent or his/her designee may require a certificate from a regular, licensed physician verifying illness or temporary disability. Such verification shall be by the unit member's physician. Such ruling shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination.

C. Personal Emergencies.

The Association and the District agree to increase the days of accumulated sick leave for personal emergencies from seven (7) days which may be used aggregately in any school year for the following purposes:

1. Extension of bereavement leave stipulated in Part A of this Article.
2. Accident involving his/her person or property, or the person or property of a member of his/her immediate family, as defined in Part A, of such emergency nature that the immediate presence of the employee is required during his/her work day.
3. Appearance in court as a litigant.
4. Serious or critical illness of a unit member's immediate family, as defined in Part A, of such an emergency nature that the immediate presence of the unit member is required during his/her workday.
5. Response to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the unit member, of such emergency nature that his/her presence is required during his/her regular working hours and no alternative meeting time during non-duty hours can be arranged.
6. Other personal business or emergency at the employee's discretion, not to exceed three (3) working days. (Advance notification required for non-emergency discretionary leave. In case of an emergency, unit members will contact the District as soon as practicable.) The Superintendent or designee may extend personal emergency leave beyond the seven days for catastrophic leave because of catastrophic illness or injury to a member of the immediate family. The definition of catastrophic for the purposes of this agreement is an illness or injury that is expected to incapacitate the employee's immediate family member for an extended period of time, and which requires the employee to take time off from work for an extended period of time to care for that family member, and taking time off from work creates a

financial hardship for the employee.

7. In a year when a unit member is chief officer or chief officer elect of a civic, nonsectarian, nonpolitical organization, such absence, not to exceed two (2) days a year, may be charged against sick leave if the Superintendent or his/her designee so authorizes and the unit member so requests.
8. Religious observance.

D. Industrial Accident and Illness.

1. Any unit member absent because of injury or illness which arises out of or in the course of his/her employment shall be allowed up to sixty (60) days of industrial accident or illness leave for the time during which he/she is receiving temporary disability benefits under the workmen's compensation laws of this state. Such leave shall not be accumulated from year to year. Such leave shall commence on the first day of absence.
2. The unit member shall not be entitled to receive wages or salary from the District during any calendar month which, when added to the District's temporary disability benefits, will exceed a full month's salary.
3. Industrial accident or illness leaves shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
4. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him for the same illness or injury.
5. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided (by sick leave), and his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if he/she continued to receive temporary disability indemnity, such would result in a payment to him/her of not more than his/her full salary.
6. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue to the unit member appropriate salary warrants for payment of his/her salary and shall deduct normal retirement and other authorized contributions.

E. Pregnancy Disability.

1. Pregnancy disability leave is defined as any temporary disability caused by a pregnancy, miscarriage, childbirth, or recovery therefrom. Upon verification from a physician, an employee who is required to be absent from duty due to these conditions may utilize sick leave.
2. Each unit member shall be accorded the current year's allotment of sick leave, plus accumulated sick leave, towards pregnancy disability leave. These days shall be working days. With physician verification, unit members may have up to a total of five additional calendar months under differential pay provisions.
3. Absences related to pregnancy, childbirth (including child rearing), or related conditions which do not qualify for pregnancy disability leave may qualify for parental leave under Paragraph L. and Family Medical Leave under Paragraph M.

F. Jury Duty or Official Witness.

1. Upon notification of jury duty, it is the obligation of the unit member to immediately inform his/her principal or supervisor.
2. Unit members called for jury duty shall be released for such purpose and shall receive in wages for the period of absence in an amount which, when combined with his/her jury duty fee, shall total his/her regular salary.
3. When a unit member is required to appear in response to an official order from another governmental jurisdiction or in court as an official witness, he/she shall be released and paid full wages for the required period. If the appearance is brought about by his/her misconduct, he/she shall pay the amount actually paid a substitute or what would be paid a substitute if none is procured.

G. Military.

Unit members shall be granted military leave in accordance with the provisions of the California Education Code and of the Military and Veterans Code.

H. Sabbatical.

1. Applications for sabbatical leave must be filed with the Superintendent or his/her designee prior to March 1 of the school year preceding that in which the leave is desired. The

application shall be on appropriate forms available in the District Office.

2. Each applicant for sabbatical leave must have served in a full-time certificated capacity with the District not less than seven (7) consecutive years immediately preceding the beginning of the leave period. Leaves following the first full year sabbatical leave shall be based on seven (7) additional years of full-time, active certificated service.
3. Time spent in military service while on leave from a certificated position, while not considered a break in continuity of service, shall not be counted in computing the seven (7) consecutive years.
4. Sabbatical leave may be granted for a semester or a one-year period and shall correspond as nearly as possible with the schedule of the school semester and year.
5. The conditions upon which sabbatical leaves of absence may be granted are either of the following:
 - a. The applicant must engage in collegiate study that is directed toward improving his/her professional background. Such a program of study shall approximate the equivalent for full-time study. A plan of study must be submitted with the application and approved by the Superintendent or his/her designee.
 - b. The applicant must engage in travel of such a nature that it will not only improve his/her professional background but also benefit the schools and the pupils of the District. An itinerary must be submitted with the application and approved by the Superintendent or his/her designee. Travel must occur during the time school is actually in session. Summer travel shall not fulfill sabbatical requirements.

Sabbatical leaves for the purpose of travel shall normally be approved only if the proposed travel program incorporates a plan of study or research in an area related to the applicant's field of work. Such a plan shall be equivalent in time, effort, or units to that required for an advanced study leave.
6. Each applicant who has been granted sabbatical leave shall file a written report with the Superintendent or his/her designee immediately upon returning to active teaching. The report shall include not only the program pursued (travel and/or study), but also shall contain an appraisal of professional value of the year's activities and the manner in which the knowledge

and experience may be applied for the benefit of the school and the pupils.

7. Compensation for a unit member on a full-year sabbatical leave shall be one-half (1/2) of the basic salary he/she would have received if he/she had continued in his/her regular service during such period. For a unit member granted a one-semester sabbatical leave, the compensation shall be three-fourths (3/4) the basic salary he/she would have received if he/she had continued in regular service during such period.
8. Unit members who have been granted sabbatical leave shall follow the normal progression on the salary schedule in the same way as if they were on active teaching duty.
9. Compensation to a unit member on sabbatical leave may be paid as follows:
 - (1) in two equal annual installments during the first two years of service following his/her return from leave of absence; or
 - (2) in the same manner as if the unit member were teaching in the District, provided he/she furnishes a suitable bond guaranteeing that he/she will return to the service of the District for at least two (2) years.
10. Two (2) percent of the total full-time unit members may be granted sabbatical leaves with pay.
11. Upon return from sabbatical leave, the unit member shall be assigned to a position of equal status and every effort to assign to the same assignment held at the time of the leave shall be made. He/she shall be returned to full salary status within the District in an assignment commensurate with his/her academic preparation, certification, and experience. The position shall be reasonably comparable to the position vacated when leave was granted.

I. Foreign Teacher Exchange, Paid.

1. Applications for paid, foreign teacher exchange leaves must be filed with the Superintendent or his/her designee prior to March 1 of the school year preceding that in which the leave is desired.
2. Each applicant for exchange leaves shall have rendered two (2) complete school years of satisfactory service within the District before leave may be granted.
3. Leave may be granted for a six-month or one-year period to correspond as nearly as possible with the schedule of the school semester or year.
4. Only the salary of the exchange teacher from the MUHSD shall be paid by the District, and it

is understood that the credentials of the exchange teacher from a foreign country are to be submitted to the District in advance, and are subject to approval by the Superintendent or his/her designee.

5. The salary of the exchange teacher from the MUHSD shall be paid in full as though he/she were regularly assigned in the District as if the foreign replacement teacher's load were equivalent to that regular assignment.
6. Unit members who have been granted leaves shall follow the normal progression on the salary schedule as if they were on District teaching duty.

J. Long-Term, Without Pay.

1. Each applicant for long-term leave of absence without pay shall have rendered two (2) complete school years of satisfactory service within the District before the leave be granted.
2. Leave may be granted for a six-month or one-year period to correspond as nearly as possible with the schedule of the school semester and year. Applications for leave must be filed with the Superintendent or his/her designee not later than March 1 of the school year preceding that in which the leave is desired.
3. The granting of leave shall be dependent upon the procurement of a substitute satisfactory to the Superintendent or his/her designee.

Employees may be granted long-term leave without pay under this paragraph for child rearing which exceeds the unpaid leave rights available under Paragraph M.

4. Employees who have been granted leave without pay for a nonpaid, unilateral foreign teacher exchange program or advanced collegiate training approximating a full-time program of study shall follow the normal progression on the salary schedule as if they were on active teaching duty. Normal progression shall not be granted for other purposes. Leaves of absence may be granted for any one of the following reasons:
 - a. A government-sanctioned foreign teacher exchange program;
 - b. Advanced collegiate training;
 - c. Travel;
 - d. Rest and recuperation; and,
 - e. Other endeavors beneficial to the District.

5. At the expiration of the leave, the employee shall be assigned to a position commensurate with his/her academic preparation, certification, and experience. The position shall be reasonably comparable to the position vacated when leave was granted.
6. The Board of Trustees shall be free from any liability for the payment of any compensation for damages in case of death or injury of an employee while on leave.

K. Short-Term Partial Pay.

1. When, in the judgment of the Superintendent or his/her designee, a unit member has a valid reason to request a leave, but such leave does not fall within the nine (9) reasons cited in Part C, leave may be granted for short duration.
2. In such cases the unit member shall have subtracted from his/her pay the amount actually paid a substitute or that which would be paid a substitute if none is procured; or the unit member may pay in advance of leave the amount actually paid a substitute or what would be paid a substitute if none is procured.

L. Parental Leave

A unit member shall be entitled to use up to 12 weeks of parental leave for reason of the birth of a child or the placement of a child with the unit member in connection with the adoption or foster care of the child by the employee. Current and accumulated sick leave shall be used for parental leave until it is exhausted. Thereafter, the unit member shall receive differential pay as described in Article XVI, Section B.5 for the remainder of the up to 12 work week period. Parental leave shall run concurrently with unpaid leave under the California Family Rights Act (CFRA). The total aggregate parental leave and CFRA leave taken shall not exceed 12 work weeks in a 12 month period. Parental leave need not be continuous from the birth, adoption or foster care placement of the child and may be taken up to one calendar year from the birth, adoption or foster care placement of the child.

M. Family Medical Leave.

The District will comply with all provisions of the state and Federal Family Medical Leave Act. The Act, and the District's policy implementing the Act, as updated periodically to conform with changes in the law, will, by reference, be incorporated into this Agreement.

N. Catastrophic Leave.

1. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time because he/she has exhausted all his/her sick leave and comp time.
2. Eligible leave credit means sick leave donated to the eligible unit member requesting catastrophic leave.
3. All permanent and probationary unit members may receive up to 100 days of donated sick leave per school year.
4. The unit member requesting the donated sick leave shall provide verification of the catastrophic injury or illness to the Assistant Superintendent of Human Resources, who will then direct the DTA president or designee to solicit contributions of sick leave.
5. Unit members wishing to donate leave to a unit member who has requested donated leave under this provision may donate up to a maximum of 15 days per person per year. Names of unit members donating sick leave shall remain confidential.
6. Unit member wishing to donate leave must maintain a minimum of 25 days for themselves on the district's accumulative sick leave record, after subtracting any donated sick leave.
7. Donated leave shall be converted for utilization on an hour for hour basis, meaning the recipient shall be paid his/her regular rate of pay.
8. Hours donated, but not used by the person for whom they were solicited, will roll into a holding account and will become available to the next person who qualifies for catastrophic leave donations. Hours will roll over from year to year. The district will communicate the number of hours accumulated in the holding account to the DTA president at the request of the president.
9. Such forms as may be necessary to properly document and administer the provisions of this section shall be as mutually agreed upon by the District and Association.
10. Catastrophic leave credit shall not be used for illness or disability, which qualifies the participant for Worker's Compensation benefits or Pregnancy and Pregnancy Disability (Article XVI.E).
11. Credits shall not be considered available leave for purposes of qualifying for STRS disability.

12. Applications or use of benefits in this section shall not affect personnel decisions concerning the unit member.

O. Disabled Military Veterans Leave

A unit member who is hired on or after January 1, 2017 who is a military veteran with a military service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to up to 10 days of sick leave with pay for the purpose of undergoing medical treatment for his or her military service-connected disability. He/she shall provide verification of entitlement to leave under this section from the U.S. Department of Veterans Affairs.

Leave under this section shall be in addition to sick leave available under Section B and shall be available for the first 12 months of employment. Any leave not used within this time period shall be forfeited.

A unit member shall provide reasonable notice to his/her immediate supervisor of the need to use leave under this section so that a substitute may be secured.

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ARTICLE XVII
PROFESSIONAL GROWTH

- A. The intent of this Article is to encourage unit members to pursue a program of professional growth throughout their careers for the benefit of both the unit member and District students.
- B. An individual program of professional growth shall be developed by all unit members, except those unit members who hold a life credential. Life credential holders are encouraged to develop a professional growth plan. The professional growth plan shall be in writing and shall be reviewed, and may be revised periodically, with the unit member's immediate supervisor; however, the specific focus of professional growth shall be determined by the unit member. The professional growth plan may consist of activities that are aligned with the California Standards for the Teaching Profession that contribute to competence, performance, or effectiveness in the profession of education and the classroom assignments of the teacher, or may otherwise consist of activities which enhance the certificated employee's development as a professional educator. Plans may be up to three years' duration.
- C. The Professional Growth Plan for each unit member may be utilized by the immediate supervisor to make decisions regarding allocation of available materials and educational support services to each member.
- D. Participation in the professional growth program shall be separate from the Evaluation process described in Article XV.

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ARTICLE XVIII
SUMMER SCHOOL

- A. Applications to teach summer school shall be due on March 20. Teaching positions shall be advertised throughout District.
- B. Effective June, 1998, summer school pay shall be based on Step 5 of the Hourly Certificated Salary Schedule.
- C. Teachers shall be notified of tentative assignments and classes shall be determined not later than June 1, if the District summer funding is confirmed.
- D. Seniority shall be considered in hiring.
- E. In the event enrollment in a class drops below twenty (20) students, a class may be canceled. Upon cancellation, teachers shall be paid on a pro-rata basis according to the summer school rate for the days the class meets, but in no case shall a teacher be paid for less than five (5) days.

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ARTICLE XIX
PUBLIC COMPLAINTS

- A. The right of individuals and groups to present complaints concerning unit members is recognized.
- B. Whenever a complaint is made directly to the Board of Trustees or to an individual Board member, the complainant shall be advised to take the matter to the appropriate school staff member. This could be the unit member involved, a principal, or a District Office administrator.
- C. In dealing with such complaints, the following procedures shall be used:

STEP ONE: When a complaint is directed to or received by any administrator, the unit member shall be notified expeditiously of the nature of the complaint in order for an equitable solution to be found. The unit member and the appropriate administrator shall meet and mutually agree on a possible resolution of the matter. The unit member may have a representative at this meeting.

STEP TWO: If the complaint is not satisfactorily resolved, the complainant shall submit his/her complaint in writing to the administrator concerned stating the reasons for the complaint and the relief desired. The administrator shall meet with and provide a copy of the written complaint to the unit member against whom the complaint is registered. This meeting shall be held to explore the nature of the complaint and shall take place within five (5) working days of the receipt of a written complaint. The unit member may have a representative at this meeting. The administrator shall then meet with the complainant at a mutually convenient time not to exceed ten (10) working days of receipt of the written complaint. Within five (5) working days of this meeting, the administrator shall provide a written response to the complainant with a copy to the unit member stating the reasons for the decision.

STEP THREE: In the event the matter is not yet resolved, the complainant may file a written appeal to the Superintendent within ten (10) working days of the final meeting in Step Two. The written appeal shall include the reasons for the complaint and the relief desired. The Superintendent shall then meet with the complainant, the

administrator, and the unit member involved within ten (10) working days of the receipt of the written appeal. The unit member and/or complainant may have a representative at this meeting. Within five (5) working days of this meeting, the Superintendent shall communicate his/her decisions with supporting reasons in writing to the complainant, to the administrator, and to the unit member involved.

STEP FOUR: Within ten (10) working days of receiving the decision of the Superintendent, the complainant may file a written appeal, accompanied by a copy of the Superintendent's decision to the Board of Trustees. If the appeal is received by the Board's secretary at least five (5) working days before the next regularly scheduled meeting, the administrators, unit member, representatives (if desired), and complainant shall meet in executive session. Within five (5) working days after this meeting, the Board shall provide a written decision with supporting reasons to all parties involved. The Board's decision is final.

D. Complaints which are withdrawn, shown to be false, or are not sustained by the grievance procedure, shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

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ARTICLE XX
PROGRESSIVE DISCIPLINE

- A. Discipline shall be for just cause only.
- B. Progressive discipline shall be used.
- C. Before discipline is imposed, the unit member shall be given a written statement of charges indicating the facts and causes alleged, the disciplinary action proposed, and notice of the right to appeal such discipline by filing a grievance at Level Three (3) of the Grievance Procedure Article of the Contract.
- D. Discipline under this Article is limited to suspensions of fifteen (15) days or less.

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ARTICLE XXI

DEPARTMENT CHAIRS

A “Department Chair” is an employee who assists the site principal in directing a specific subject area in accordance with the following duties and responsibilities:

A. Duties and Responsibilities.

1. Provide leadership for curriculum study and development and knowledge of assessment tools (e.g. software, authentic forms of assessment, etc.);
2. Meet and confer periodically with administrative personnel to convey majority decisions, individual concerns, and other departmental information;
3. Hold regularly scheduled department meetings or meetings as needed to convey pertinent information to department members and to conduct department business (i.e. pre-school, monthly, in-service training);
4. Arrange for department budget expenditures with department members at regularly scheduled department meetings;
5. Keep all records pertaining to department business;
6. Department Chairs shall attend such site and district-wide meetings as are scheduled;
7. Prepares for and facilitates department meetings;
8. Leads data driven discussions during department and collaboration meetings;
9. Is a proficient user of assessment software; and
10. Participate in up to two (2) days of professional development each school year.

B. Selection.

1. A Department Chair shall be selected by one of the following three ways determined by the departments: (1) appointment by the principal; (2) election by the department; or (3) selection by the principal from a slate of no more than three individuals chosen by the department. If the department chooses the elective process, the members of the department shall select the candidate by secret ballot. Each full-time faculty member in the department shall have one vote per section taught within that department and election shall be by majority vote.

2. Whenever a vacancy exists, a Department Chair shall be elected (or appointed) to serve for two (2) years beginning with the Fall semester. Upon majority vote of the members of the department, the Department Chair may serve additional two (2)-year terms.

C. Recall and Resignation.

1. A Department Chair may resign at any time.
2. A Department Chair may be relieved of his/her duties at the end of the school year following a two-thirds (2/3) vote of department members by secret ballot and may not serve for the following two (2)-year term.
3. A Department Chair may be removed at the end of the school year by the principal with the approval of the Superintendent and may not serve for the following two (2) year term.

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ARTICLE XXII
FRINGE BENEFITS

A. Medical, Dental and Vision Insurance Programs.

1. Effective for the 2021-2022 Enrollment Period, the District will pay health insurance premiums up to \$11,161.00. Any savings which is generated from employees who choose a health care plan below the CAP or is generated from reduced premiums will be used to reduce the premiums of all employees. This language is intended to apply to savings due to health benefits provider practices as of October 1, 2006. Any changes to these practices shall require that the parties renegotiate this provision before application.
2. Effective February 1, 2003, the District will make available multiple health, pharmaceuticals, and dental insurance options. The total composite rate premium for at least one of the plans will be significantly below the CAP. Employees will have an opportunity annually to select between the plans approved. The District will notify employees of the time period during which a change in coverage can be made.
3. The District shall annually provide the Association with the premium amount for health insurance, prescription and dental benefits, and shall provide the Association with the method of calculation used to arrive at the premium amount. In the event that the District's calculated premium amount falls below the CAP, the Association and the District will negotiate the effect.

B. Orthodontia.

Effective October 1, 1992, the District will pay the premiums to increase the orthodontia coverage for qualified unit members and their dependents from \$1,000 to \$2,000.

C. Fringe Benefits: Coverage Year.

1. An eligible unit member for the District-paid fringe benefits is one who is contracted to work five (5) teaching periods daily during the contract year. For those unit members employed after July 1, 1994, who work less than five (5) and more than two (2) teaching periods, the District will pay a pro-rated amount towards their medical benefits equal to the percentage of their assignment.

2. Hourly and substitute employees are ineligible for District-paid benefits.
3. All eligible unit members who elect health and dental insurance for which the District pays either part of or all of the premium shall commence such coverage the first day of the month an enrollment card is submitted to the District.
4. Unit members who complete a full work year normal for their position immediately prior to separation shall be covered until the succeeding October 1 at District expense.
5. Unit members who separate prior to the completion of a full work year normal for their position shall be covered only until the first of the month following the date of separation.
6. Unit members who finish a work year but are in paid status less than seventy-five percent (75%) of such year because of appointment after the normal commencement date for that year shall be covered only until the first of the month following the date of separation.

D. Coverage for Retirees.

1. Those unit members fifty-five years of age or older who qualify under the State Teachers' Retirement System may, upon direct retirement from the Merced Union High School District, elect to remain in the group comprising active employees for the purpose of insurance for basic and major medical protection.
2. Eligibility for inclusion in the group shall be subject to the permission of the company providing said insurance.
3. Retirees must have been employed by the MUHSD for not less than eight (8) years and shall have fulfilled a "contract" for at least three (3) teaching or assignment periods a day for the entire work year occurring immediately prior to retirement in order to be eligible to elect the aforementioned coverage.
4. Medical and prescription insurance (for retirees) shall be paid by the District until the retiree reaches age 65 or qualifies for Medicare. For those who retire between July 1, 2003 and June 30, 2007 dependents will be covered until the retiree is no longer eligible for benefits. For those who retire after July 1, 2007 medical and prescription insurance, for retiree only, will be paid by the district, up to the active CAP. Retirees shall receive the "standard" plan and may pay the difference between the cost of the "standard" plan and the "premium" plan. However, in no case shall the premium paid by the District exceed the CAP.

5. Upon the retiree's sixty-fifth (65th) birthday, the premiums for said retiree and his/her dependents may be paid monthly, with the first and last month's premiums paid in advance. The due date for the first month's premiums shall be the first of the next succeeding month following the retiree's sixty-fifth (65th) birthday and shall continue as the anniversary date for each succeeding year's premiums.
6. Under any health care coverage plan for the retiree the District will pay premiums for a maximum of ten (10) years.
7. For members hired after July 1, 2004 the District will pay premiums for a maximum of five (5) years.
8. The above described coverage for retirees is subject to future negotiations.

E. Golden Handshake.

1. The Association and the District agree that the District shall grant retirement to unit members who propose to retire under the "Golden Handshake" program. It is understood that such retirement shall not be granted unless it results in no cost to the District. The District shall follow rules and regulations established by State Teachers' Retirement System.

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ARTICLE XXIII
REMUNERATION

A. Salaries.

1. Bargaining unit members shall be compensated in accordance with the Salary Schedule attached as Appendix A.
2. The base salary schedule for unit members shall be increased by 4.04% effective July 1, 2021, a 1.80% salary increase for 2020-21 and a 2.2% for 2021-22.
3. The base salary of the salary schedule for unit members shall be further increased by 2.48% effective July 1, 2022.

B. Anniversary Increment.

1. A unit member who is in his/her seventeenth (17th) year or more of service to the District and who is at Class VI, Step 13 or Class VII, Step 14 of the Certificated Salary Schedule shall receive an anniversary increment equal to one step on the Schedule.
2. A unit member who is in his/her twentieth (20th) year or more of service to the District and who is at Class VI, Step 13 or Class VII, Step 14 of the Certificated Salary Schedule shall receive an anniversary increment additional to that granted to employees in their seventeenth (17th) year.
3. A unit member who is in his/her twenty-fifth (25th) year or more to the District and who is at Class VI, Step 13 or Class VII, Step 14 of the Certificated Salary Schedule shall receive an anniversary increment additional to that granted to employees in their twentieth (20th) year.
4. A unit member who is in his/her thirtieth (30th) year or more of service to the District and who is at Class VI, Step 13 or Class VII, Step 14 of the Certificated Salary Schedule shall receive an anniversary increment additional to that granted to employees in their twenty-fifth (25th) year.
5. The thirty (30th) year anniversary increment will become permanent.

C. Extra-Duty Compensation.

1. Extra duties shall be compensated in accordance with the Extra Duty Compensation Schedule attached as Appendix B. Unit members who coach during their preparation period shall receive a stipend equal to one range above that indicated for the assigned coaching position in

accordance with the schedule.

2. Unit members shall be compensated at fifty dollars (\$50.00) per hour for participation in District-provided voluntary professional development activities which are preapproved by site administration, participation in Saturday Academy, and for educational services pay for service contracts.
3. Extra duty compensation for bargaining unit members performing duties specified in the Supplemental Salary Schedules shall be stated therein and attached as Appendix C.

D. Miscellaneous Stipends for Site-based Professional Service Opportunities.

1. School sites may provide stipends for various voluntary professional services and training opportunities according to site-based priorities for any given school year. These site-based professional service opportunities are designed to improve student learning, employee professionalism, and District outcomes. Such opportunities are categorized as follows:
 - a. Tasks that can be quantified by hourly or daily services.
 - b. Leadership-related service in which certificated staff direct a project or a group of colleagues.
 - c. Service involving the creation of new programs or growing existing programs.
 - d. Training which is program-based, curriculum-related or otherwise provides enrichment for the certificated staff.
2. Site-based professional service opportunities shall be posted for at least five (5) work days and shall include at a minimum, professional service opportunity title, duration of the services, description of the services, and amount of stipend or stipend range. Postings for training opportunities shall indicate that the training opportunity will remain open until a specified deadline has passed, the training is full, or the training date has passed.
3. A copy of each posting will be forwarded to DTA unit members at the site offering the professional service opportunity via District e-mail addresses. The posting shall occur annually, except for those opportunities which are multi-year commitments as indicated in the initial posting (e.g. WASC Coordinator.)

E. Computation of Salary for Contracted Part-Day Certificated Employees.

The salary of a unit member who is employed under written contract on a regular partial-day basis

shall be compensated on the basis of one-fifth (1/5) of full-time pay for each teaching period.

F. Vocational Agriculture: Extended Contract.

1. Vocational Agriculture teachers shall be remunerated for summer service at a rate not to exceed one-tenth (1/10) of their annual base pay for each month of service rendered should such service be required by the District. The contract year for such employees shall be increased by twenty (20) days for each additional one-tenth (1/10) increase in compensation.

G. Assignment to Substitute.

1. In the event of unit member absence, effort shall be made to hire a regular substitute teacher; however, in those cases where regular substitutes are not available, regular unit members who volunteer may be used as substitute teachers during their nonteaching time. Any unit member assigned to substitute during his/her preparation period shall be compensated at an amount equal to the regular substitute hourly rate in addition to the regular salary. Unit members may elect one period of comp time for each period of substitution in lieu of pay. Comp time may be used in lieu of sick leave. In the absence of volunteers, a unit member may be assigned to substitute; such assignment shall be made as equitably as possible within administrative capabilities.
2. Comp time cannot be used on in-service days without the principal's approval.

H. Special Assignment, Reimbursement for.

1. Special Education: Only holders of a full and clear credential authorizing the teacher to instruct educationally retarded and educable mentally retarded students, and who are assigned to classes of such students, shall be paid the equivalent of one increment step on the Certificated Salary Schedule.
2. Counselors: Only holders of the full and clear required credential who are assigned to counseling shall be paid the equivalent of one increment step on the Certificated Salary Schedule.
3. Library Media Teachers: Only holders of a full and clear required credential who are assigned to the library shall be paid the equivalent of one increment step on the certificated Salary Schedule.
4. ESL/Bilingual/Language Development Specialist: Only holders of CLAD/BCLAD or

equivalent certificate who are assigned to Language Development classes shall be paid \$1,000 (prorated at \$200/section). In addition, the District will pay for training and/or classes leading to the acquisition of this certificate.

I. Remuneration for Six-Period Teaching Assignment.

1. Teachers whose normal schedule calls for one preparation period, who for the convenience of the District agree to relinquish the preparation period and teach an additional daily class, shall be paid one-fifth (1/5) of their base salary, or a pro-rata thereof for service less than a full school year.
2. The above described compensation for teaching during unit member preparation period is subject to future negotiations.

J. Absence, Deduction from Salary.

1. Deductions for absences not covered by the Leaves Article shall amount to the unit member's full salary for the days absent on a pro-rata basis. The number of required days of service in the Conditions of Employment Article shall establish the basis for computation of deduction (e.g., in a school year for which 184 days of service are required, 1/184 of the salary shall be deducted for each day.)

K. Salary Schedule Placements, General Provisions.

1. Beginning July 1, 2002, for the purpose of determining initial placement on the salary schedule, full credit not to exceed six (6) years shall be granted for previous teaching experience. Unit members with six (6) years shall be granted for previous teaching on Step 7. Each year, thereafter, the number of years of previous teaching experiences credited for the purpose of initial placement on the salary schedule shall increase by one additional year until the total years of previous experience credited is thirteen (13) years (July 1, 2009). Full-time regular services for more than sixty (60) percent of the total teaching days in the school year shall be credited as a full year for the schedule placement purposes.
2. Verifiable day-to-day substitute service shall be credited for initial salary schedule placement purposes on the basis of 135 to 180 teaching days as equivalent to a full year of service. Two (2) full years of service shall be awarded when the total aggregate days are 270 or more. Not more than two (2) years shall be credited for aggregate day-to-day substitute service

regardless of length of service in this capacity.

3. Regular service on a partial-day basis for a full school year shall be credited as a full year for salary schedule placement purposes if service is not for less than sixty (60) percent of a regular full day of service.
4. Military experience shall be credited as follows:
 - a. For initial employment, experience in the U. S. Armed Forces is not credited on the salary schedule.
 - b. Unit members on permanent or probationary status who are called into the U. S. Armed Forces after having rendered service in the District shall be given the same credit for years of school service in the District as the years the unit member is allowed toward retirement credit for said interval of military service by the California State Teachers' Retirement Board.
 - c. Unit members on permanent or probationary status who voluntarily request an extension of service shall, at the end of such service period as is deemed to be for the convenience of the government, submit a resignation to the District unless additional leave is granted by the District. In the absence of a resignation, the District may, under the foregoing conditions, consider that a unit member has declined employment and accordingly terminated his/her services.
5. Full increment advancement shall be mandatory if a unit member with a full-time assignment has worked a minimum of sixty (60) percent of the scheduled school year.
6. A unit member who is regularly re-employed within a period of thirty-nine (39) months following an effective date of resignation shall return to that salary schedule status which he/she would have held in the District in the year following the effective date of resignation had he/she not resigned.
7. Semester units beyond the bachelor or master degrees must be in upper division or graduate-level courses taken in a four-year-degree-granting college, or a graduate-level college in order to be credited for salary schedule placement or advancement.

Exception: No more than ten (10) semester hours of lower division work taken after completion of a bachelor's degree may be credited for initial placement on the salary

schedule. After employment in the District, no lower division courses shall be credited for lateral advancement unless:

- a. Approval of the specific courses is requested in writing and approved by the Superintendent or his/her designee prior to enrollment.
 - b. The lower division courses are directly related to the subject content of the instructional assignment of the unit member requesting approval and are adjudged learning experiences which will benefit the unit member, the District, and the pupils thereof.
8. Salary advancement for teachers with a Career Technical Education Teaching Credential only is as follows:

Approval of a specific option is requested in writing and approved by the Superintendent or his/her designee (HR) prior to enrollment or attendance. All salary advancement will be based on the provisions in the current CBA.

- a. Continued Work Experience (i.e. weekends, holiday, break)
 - i. 75 hours = 1 unit [verification: HR form to attest to hours]
 - b. Instructor Certifications (i.e. courses that allow you to certify students)
 - i. 1 course = 5 units [verification: copy of certification]
 - c. Renewal of a state license or instructor certification
 - i. 1 renewal = 5 units [verification: proof of renewal]
 - d. Industry Specific Workshops/Conference
 - i. 25 hours = 1 unit [verification: certificate of completion]
 - e. Other options as approved by the Superintendent or his/her designee (HR)
9. A unit member shall receive no credit for placement on the salary schedule for units earned prior to the date when every requirement for the bachelor's degree is fulfilled unless the college specifically grants graduate level credit for units earned in the semester (or equivalent period) immediately prior to such date. Verification by official letter from the college shall be required if the date when every requirement is fulfilled precedes the date when the degree is received and the former date is significant in the placement of the employee on the salary schedule.
10. Semester units, CTE advancement documentation or degrees completed up to September 5

shall be accepted for reclassification of unit members. Such reclassification shall be effective as of the first pay period for the then current school year, provided verification in the form of a transcript, report card, or other official document is submitted to the District Office not later than September 10. Unit members new to the District who have not submitted documentation by September 10 shall be classified on Class I, Step One of the Certificated Salary Schedule. Should units completed prior to the current September 5 date be verified later, but prior to January 10 of the current school year, a full school year salary adjustment shall be made for the additional salary amount resulting from reclassification. Verification received January 10 or after shall not affect reclassification until the next school year. Credits toward reclassification completed between September of the current school year and September 5 of the next succeeding school year shall not be credited for salary schedule reclassification purposes until the school year immediately following the later date.

11. College work undertaken in an accredited theological seminary or school of religion after receipt of the bachelor's degree shall not be credited for salary schedule purposes unless the courses are directly related to the unit member's assignment. Advanced degrees from theological seminaries or schools of religion shall not be credited for salary schedule purposes.
12. Only the B.A., B.S., B.Ed., M.A., M.S., M.Ed., Ph.D., Ed.D., or degrees representing a comparable program of preparation applicable to the teaching assignment, shall be accepted for the purposes of salary schedule placement.
13. The responsibility for submitting evidence of qualifications rests with the unit member. Contract revision shall be made when an office error in classification or placement on the schedule is discovered. Under no circumstances will any corrections be retroactive to any previous year. The responsibility for submitting correct data is that of the unit member. The District shall provide the employee a receipt verifying that data has been submitted.
14. For new employees, salary schedule placement as indicated in the initial contract for services is subject to substantiation by official transcripts and/or experience verification submitted by September 10. The salary may be lowered or increased to conform with verified placement eligibility.

15. Subject to approval by the Superintendent or his/her designee, initial experience credit for certain teaching assignments completed while in military service may be granted provided:
 - a. The teaching occurred after the receipt of the bachelor's degree.
 - b. The classes taught were those for which college credit or high school credit would be accepted toward meeting graduation requirements from an accredited four year degree granting college or an accredited high school.
 - c. The teaching was directly related to the assignment in this District.
16. Permanent personnel called to military active duty shall receive credit for military service year for year in the same manner as though it were service within the District, if such service is for the convenience of the government.
17. Probationary personnel called to active military duty shall maintain that credit toward permanent status which reflects years of service within the District actually served before departure for military service.

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ARTICLE XXIV
LENGTH OF AGREEMENT

This agreement shall be effective from July 1, 2021, through June 30, 2024.

Negotiations shall be closed for the 2020-21 and 2021-22 school years, and the current contract (2018-2021) shall be sunset and the parties shall enter a contract with a new term of 2021-2024 with reopeners for 2023-24 on Remuneration, Fringe Benefits and up to two additional articles from each party.

For 2022-23 each party will be able to reopen one article other than Remuneration or Fringe Benefits. If the 2022-23 LCFF funded COLA changes (is not 2.48%), then Remuneration will also be reopened.

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ARTICLE XXV
MISASSIGNMENTS

A. Committee on Assignments.

1. The committee on assignment shall consist of two (2) unit members and two (2) administrators.
2. Unit committee members shall be selected by the Association.
3. Replacement of unit committee members shall be selected by the Association.
4. For the purpose of case review, the District shall provide reasonable release time for unit committee members and unit members who are directly affected by the misassignment.

B. Duties of Committee on Assignments.

1. No unit member shall be required to accept a misassignment if a qualified volunteer for the assignment exists.
2. Misassignment must be approved by the committee before implementation can occur. Applications received by the committee with mutual agreement by unit member and principal shall be approved by the committee.
3. The committee shall establish guidelines for determining teacher qualifications for these misassignments.
4. If an issue before the committee results in a deadlock, then it shall be declared that all internal remedies have been exhausted. The employee shall then notify the county superintendent of schools in writing of the misassignment.
5. An assignment approved by the committee on assignments shall be for a maximum of one (1) school year.
6. Misassignment may be extended by action of the committee upon application by the school site administrator and the affected unit member.
7. All initial misassignments and extensions shall be approved prior to the beginning of the semester in which the misassignment is to take place.

C. Rights of Misassigned Unit Members.

1. No adverse action shall be taken against a unit member as a result of filing a notification of

misassignment with the county superintendent of schools.

2. A unit member who is required to remain in an assignment for which he/she is not credentialed shall not be evaluated in the area of misassignment during the first year of said assignment.
3. Unit members who are misassigned shall be given employee rights relating to the misassignment as prescribed in SB 435.

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ARTICLE XXVI

PEER ASSISTANCE AND REVIEW

A. General.

The Merced Union High School District and the District Teachers' Association agree to establish the Peer Assistance and Review Program to primarily provide assistance to permanent teachers employed by the District. Pursuant to Ed Code 44506, funding for this program may also be expended for the SB2042 Induction Program any intern program, professional development, or any program that supports the training and development of new teachers. Both parties agree that optimum student performance can be achieved only if there is a fully qualified and credentialed teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. Accordingly, the parties agree to cooperate in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved staff development, peer assistance, new teacher assistance, and professional accountability.

B. Peer Assistance and Review (PAR) Council

1. Structure.

- a. The Peer Assistance and Review Program (PAR) will be administered by a Peer Assistance and Review (PAR) council. The Council shall consist of nine (9) members: five (5) classroom teachers; they shall be elected by the bargaining unit members in a district-wide vote (with one council member per campus if possible); and four (4) administrators who will be selected by the District.
- b. The Council members shall serve no more than three consecutive two-year terms. The Council shall meet at times and places as they shall determine. A stipend of \$50 per meeting will be paid to teacher members of the PAR Council.
- c. All actions of the Council shall be taken by a vote of a quorum of the PAR Council members. The Council will be co-chaired by the Assistant Superintendent for Human Resources and a certificated employee chosen by the association.

2. Responsibilities.
 - a. Establishing the Council's internal operational procedures.
 - b. Adopting guidelines for implementing provisions of this Article. Said guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the agreement is inconsistent with the law, the law will prevail. A copy of the adopted Rules and Procedures will be distributed annually to all bargaining unit members and administrators by the last working day of September.
 - c. Establishing procedures and guidelines for selection of consulting teachers.
 - d. Selecting the consulting teachers.
 - e. Assessing the performance of the consulting teachers in regard to the PAR Program.
 - f. Re-electing or re-appointing consulting teachers each year.
 - g. Choosing trainers who will provide training for consulting teachers prior to the consulting teacher's participation in the program. Training may include, but not be limited to:
 - * Developmental stages of teachers
 - * Systemic observation techniques
 - * Due process
 - * Developing a supportive collegial atmosphere
 - h. Developing budget for submission to the Board of Trustees and administering the program budget. The budget shall include up to 5 percent of the total program, if the budget allows, to be used for purchase of support materials as requested by Consulting Teachers. The budget will include no more than 5 percent for administrative costs. Any unused funding shall be carried forward to the next year's PAR budget.
 - i. Notifying by written notification of participation in the PAR program the Referred Participating Teacher, the Consulting Teacher, and the site principal.
 - j. Preparing an annual review of the impact of the PAR Program, including recommendations for improvement.
 - k. Preparing written guidelines for Consulting Teachers and their activities.

- l. Establishing procedure for application as a Consulting Teacher.
- m. Reviewing the final report prepared by Consulting Teacher. The Consulting Teacher will use final report form as negotiated by the District and the Association.
- n. The district and the Association will have negotiated all PAR program forms. Any changes to the PAR forms deemed necessary to the PAR Council shall be negotiated by the District and the Association. All forms shall be included in the contract.
- o. Determining the number of Consulting Teachers in any school year. The number of Consulting Teachers may vary from year to year.
- p. Other incidental duties as deemed necessary by the PAR Council to carry out the functions as identified above.

C. Consulting Teachers.

1. Consulting teachers shall have the following minimum qualifications. Be a permanent, credentialed teacher of the District with at least eight (8) years of classroom experience.
 - * Have demonstrated exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts.
2. Other qualifications may include:
 - * Noted ability to work cooperatively and effectively with colleagues.
 - * Strong interpersonal skills.
 - * Ability to work within established timelines.
 - * Understanding of the Collective Bargaining Agreement.
3. Consulting teacher positions will be filled as follows:
 - * A notice of vacancy will be posted at all sites and in the District Office.
 - * District teachers may apply for a consulting teaching position by way of written application on the PAR consulting teacher application form.
 - * Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's ability and qualifications.

- * Consulting teachers shall be selected by a two-thirds vote of the PAR Council after a minimum of two (2) representatives of the Council have conducted a site visitation and a classroom observation of all final candidates.
 - * Council members shall not observe applicants from their own campus for the purpose of selection.
 - * The goal of the PAR council shall be to balance the selection of consulting teachers among the campuses as well as among the disciplines to the extent possible.
4. A stipend of \$1000 per referred teacher will be paid to consulting teachers in consideration of duties.
 5. Consulting teachers shall serve for three years. The term of all existing PAR teachers will expire at the end of the 2003-04 school year. Current consulting teachers may reapply for a new three year term.
 6. Consulting Teachers will be trained to both offer peer assistance and to understand the specific functions of the PAR Program as outlined in the Article. The council will monitor and evaluate the effectiveness of the Consulting Teachers and make decisions regarding their continuation in the Program. The PAR Council may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher or for other reasons that serve the PAR Program's best interest. Prior to the effective date of such removal, the PAR Council will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.
 7. The District agrees to indemnify and hold harmless members of the PAR Council and Consulting Teachers from any liability arising out of their participation in the PAR Program as provided in Education Code Section 44503, Subdivision (c) and Government Code Section 820.2

D. Participating Teachers in the Program.

Teachers may participate in the PAR Program in one of two ways: By receiving an unsatisfactory summary evaluation; or by voluntary self-referral by the teacher. All teachers referred to the program involuntarily shall not be eligible for voluntary transfer to another school while they

remain in the program. The Participating Teacher or the Consulting Teacher may request a different Consulting Teacher to work with Participating Teacher at any time during the year. Participating teachers must request a change before the PAR Council before changing to another consulting teacher.

The Consulting Teacher with the Participating Teacher's mutual agreement, may request the participation of a psychologist, other mental health professionals, or content specialist who may be from another district if desired, to assist the Consulting Teacher in the implementation of the plan for the Participating Teacher. The participation of the psychologist or other mental health professional, or content specialist must be approved by the Council. The psychologist's primary focus is behavior management in the classroom and the primary focus of the content specialist is content knowledge, the proper use of content, and the effectiveness of the delivery system. This agreement does not expand or diminish the unit member's ability to grieve a contract violation.

1. Voluntary Teacher Participants (VT)

- a. A permanent unit member who seeks to improve his/her teaching performance may request the PAR council to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The VT may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request. The VT shall indicate area(s) he/she seeks assistance in his/her request.
- b. Unless requested by the VT, information obtained by the Consulting Teacher while working with the VT cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.
- c. Permanent teachers who volunteer to participate in the Program shall not, as a result of participation in this program, have any documents placed in their personnel files unless specifically requested by that teacher. Any reports or other documents shall be sealed and remain confidential, and shall be viewed only by the Consulting Teacher and council members when necessary in assisting the Participating Teacher at a later date in the program.

2. Referred Teacher Participants (RT)

- a. The purpose of the participation in the PAR Program is to help veteran tenured teachers in need of development in subject matter knowledge or teaching strategies or both.
- b. As soon as practicable after referral to the program, the Participating Teacher will choose a Consulting Teacher. The Consulting Teacher will arrange a meeting, to be attended by the Consultant, Principal of the participating teacher, and the Participating Teacher. The teacher's performance will be discussed as well as recommendations for improvement. Based on the discussions, and at least one (1) classroom observation of the Participating Teacher. The Consulting Teacher, with the Participating Teacher, will prepare an Action Plan which will list the goals and objectives. The Council will review, approve or modify the plan as determined necessary.
- c. The Consulting Teacher and the Referred Teacher together shall complete the interim and final report forms. The final reports must be submitted 60 calendar days prior to the end of the school year. Reference may be made to the interim and final reports in the site administrator's final evaluation summary. The Consulting Teacher will make at least two (2) classroom observations per month of the Participating Teacher while the teacher is in the program.
- d. It shall be the sole responsibility of the site administrator to evaluate the progress of the Referred Teacher after the Referred Teacher has completed participation in the PAR Program as per Article XV of the contract.
- e. All materials related to reports in the PAR program shall be confidential.
- f. The Referred Teacher will stay in the PAR Program no more than two (2) semesters unless under special circumstances, with a majority vote of the Council, the time is extended to a third semester.

E. New Teacher Development and Induction Program.

1. The role of the Induction Program is to bring new teachers into the teaching profession and prepare them for the demands and realities they will face in the classroom.
2. The primary focus of the program is to assist the new teachers in the following areas:
 - a. Engaging and supporting all students in learning;

- b. Creating and maintaining effective environments;
 - c. Understanding and organizing subject matter;
 - d. Planning instruction and designing learning experiences;
 - e. Assessing student learning; and
 - f. Developing as a professional educator.
3. This program will coordinate with the Beginning Teacher Support Assessment Program (BTSA).

F. Terms of the Agreement.

- 1. This article may be opened to re-negotiation at the request of either party after one year of implementation of the program without loss of openers.

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ARTICLE XXVII

YEAR-ROUND EDUCATION

The Association and the District agree that Year-Round Education procedures which have been developed by the negotiating committees shall be set aside. In the event that this issue is negotiated in the future, the parties will continue the year-round negotiations based on the items already developed. This will not prohibit the parties from presenting new or different items for discussion.

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**MERCED UNION HIGH SCHOOL DISTRICT
2021/2022 COMBINED CERTIFICATED SALARY SCHEDULE A**

(Based on 2020/2021 Salary Schedule Plus 4.04% - Effective 7/1/21)

☐ Includes compensation for 5 additional days for Counselors & Librarians (not including step stipend)

*Includes Extended-Year Ag teachers Schedule with 20% (224 days) & Athletic Director Schedule (224 days)

CTE - CTE Initial Placement for teachers w/CTE Credential Only

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	
	BA or Less	BA + 10	BA + 20	BA + 30	BA + 45 or MA	MA + 15 or BA + 60	BA + 75 w/MA or MA +30	
1	\$57,571.88	\$57,751.77	\$57,931.70	\$58,111.61	\$58,945.11	\$61,598.89	\$64,252.74	1
☐	59,136.33	59,321.12	59,505.92	59,690.72	60,546.88	63,272.81	65,998.75	☐
*	69,086.25	69,302.15	69,518.03	69,733.94	70,734.12	73,918.69	77,103.28	*
2	\$57,751.77	\$57,931.70	\$58,111.61	\$58,945.11	\$61,598.89	\$64,252.74	\$66,906.56	2
☐	59,321.12	59,505.92	59,690.72	60,546.88	63,272.81	65,998.75	68,724.68	☐
*	69,302.15	69,518.03	69,733.94	70,734.12	73,918.69	77,103.28	80,287.89	*
3	\$57,931.70	\$58,111.61	\$58,945.11	\$61,598.89	\$64,252.74	\$66,906.56	\$69,560.38	3
☐	59,505.92	59,690.72	60,546.88	63,272.81	65,998.75	68,724.68	71,450.60	☐
*	69,518.03	69,733.94	70,734.12	73,918.69	77,103.28	80,287.89	83,472.45	*
4	\$58,111.61	\$58,945.11	\$61,598.89	\$64,252.74	\$66,906.56	\$69,560.38	\$72,214.22	4
☐	59,690.72	60,546.88	63,272.81	65,998.75	68,724.68	71,450.60	74,176.54	☐
*	69,733.94	70,734.12	73,918.69	77,103.28	80,287.89	83,472.45	86,657.03	*
5	\$58,945.11	\$61,598.89	\$64,252.74	\$66,906.56	\$69,560.38	\$72,214.22	\$74,867.97	5
☐	60,546.88	63,272.81	65,998.75	68,724.68	71,450.60	74,176.54	76,902.45	☐
*	70,734.12	73,918.69	77,103.28	80,287.89	83,472.45	86,657.03	89,841.57	*
6	\$61,598.89	\$64,252.74	\$66,906.56	\$69,560.38	\$72,214.22	\$74,867.97	\$77,521.82	6
☐	63,272.81	65,998.75	68,724.68	71,450.60	74,176.54	76,902.45	79,628.39	☐
*	73,918.69	77,103.28	80,287.89	83,472.45	86,657.03	89,841.57	93,026.19	*
7	\$64,252.74	\$66,906.56	\$69,560.38	\$72,214.22	\$74,867.97	\$77,521.82	\$80,175.62	7
☐	65,998.75	68,724.68	71,450.60	74,176.54	76,902.45	79,628.39	82,354.30	☐
*	77,103.28	80,287.89	83,472.45	86,657.03	89,841.57	93,026.19	96,210.75	*
8	\$66,906.56	\$69,560.38	\$72,214.22	\$74,867.97	\$77,521.82	\$80,175.62	\$82,829.45	8
☐	68,724.68	71,450.60	74,176.54	76,902.45	79,628.39	82,354.30	85,080.24	☐
*	80,287.89	83,472.45	86,657.03	89,841.57	93,026.19	96,210.75	99,395.32	*
9		\$72,214.22	\$74,867.97	\$77,521.82	\$80,175.62	\$82,829.45	\$85,483.26	9
☐		74,176.54	76,902.45	79,628.39	82,354.30	85,080.24	87,806.15	☐
*		86,657.03	89,841.57	93,026.19	96,210.75	99,395.32	102,579.91	*
10			\$77,521.82	\$80,175.62	\$82,829.45	\$85,483.26	\$88,137.09	10
☐			79,628.39	82,354.30	85,080.24	87,806.15	90,532.12	☐
*			93,026.19	96,210.75	99,395.32	102,579.91	105,764.52	*
11				\$82,829.45	\$85,483.26	\$88,137.09	\$90,790.90	11
☐				85,080.24	87,806.15	90,532.12	93,258.03	☐
*				99,395.32	102,579.91	105,764.52	108,949.08	*
12					\$88,137.09	\$90,790.90	\$93,444.69	12
☐					90,532.12	93,258.03	95,983.95	☐
*					105,764.52	108,949.08	112,133.64	*
13						\$93,444.69	\$96,098.51	13
☐						95,983.95	98,709.89	☐
*						112,133.64	115,318.23	*
14							\$98,752.33	14
☐							101,435.81	☐
*							118,502.80	*
CTE				CTE Cred + 5 yrs Exp State/Industry License	Class IV + 5 yrs full time exp 10 yrs total	Class IV + 10 yrs full time exp 15 yrs total	Class IV + 15 yrs full time exp 20 yrs total	CTE

A unit member who is in the 17th, 20th, 25th or 30th year or more of services to the District and who is at Class VI, Step 13, or Class VII, Step 14, of the Certificated Salary Schedule shall receive a salary increment per the following schedule:

	Regular Certificated		Counselors & Librarians		Extended-Year	
	Class VI	Class VII	Class VI	Class VII	Class VI	Class VII
17 yrs	\$96,098.51	\$101,406.16	\$98,709.89	\$104,161.74	\$115,318.23	\$121,687.39
20 yrs	98,752.33	104,059.94	101,435.81	106,887.65	118,502.80	124,871.94
25 yrs	101,406.16	106,713.78	104,161.74	109,613.63	121,687.39	128,056.54
30 yrs	104,059.94	109,367.61	106,887.65	112,339.54	124,871.94	131,241.13

Approved: 6/16/21

Effective: 7/1/21

**Merced Union High School District
Combined Certificated Salary Schedule, 2021/2022**

(based on 2020/2021 Salary Schedule plus 4.04%)

The District maintains the payment of premiums for group health and dental insurance as agreed to by the District and the Merced Union High School District Teacher's Association, up to a CAP of \$11,161.00

Full credit not to exceed thirteen (13) years shall be granted for previous teaching experience. (Teachers with thirteen [13] full years of experience enter on Step 14 for initial employment). Experience in the U.S. Armed Forces is not credited on the salary schedule.

The District grants tenure to those recommended for it after two (2) consecutive and complete years of satisfactory service under a regular credential authorizing service in the assignment. A partial or preliminary are viewed as regular credentials, as are complete and clear standard secondary, general secondary, single subject and certain other credentials

A unit member shall receive no credit for placement on the salary schedule for units earned prior to the date when every requirement for the Bachelor's Degree is fulfilled unless the college specifically grants graduate level credit for units earned in the semester (or equivalent period) immediately prior to such date. Official verification in writing is required.

The work year for counselors, learning/guidance facilitators, and library media teachers shall include an additional five (5) days beyond the 184 contracted days. The additional five (5) days shall be paid at the individual counselor's and learning/guidance facilitators' prorated daily salary.

Schedule B
Merced Union High School District
Extra Duty Compensation

Extra duty stipends shall be computed as follows:

Range A	= 8.40% of Class I, Step 1 of the Teachers' Salary Schedule	\$ 4,836.04
Range B	= 7.35% of Class I, Step 1 of the Teachers' Salary Schedule	\$ 4,231.54
Range C	= 6.30% of Class I, Step 1 of the Teachers' Salary Schedule	\$ 3,627.03
Range D	= 5.25% of Class I, Step 1 of the Teachers' Salary Schedule	\$ 3,022.53
Range E	= 4.20% of Class I, Step 1 of the Teachers' Salary Schedule	\$ 2,418.01
Range F	= 3.15% of Class I, Step 1 of the Teachers' salary Schedule	\$ 1,813.51

Athletic Coaching Ranges by Sport and Level

\$ 4,836.04	A.	Varsity Football Head Coach
\$ 4,231.54	B.	Varsity Head Coach
\$ 3,627.03	C.	Lower Level Head FB Coach (2), Assistant Varsity Coach - FB Coordinator(2)
\$ 3,022.53	D.	Varsity FB Assistant Coach (5)
\$ 2,418.01	E.	Lower Level Head Coach, Assistant Varsity Coach
\$ 1,813.51	F.	Assistant Coach (Var/JV/Frosh)

Classification of Other Extra Duties by Activity and Range

\$ 4,836.04	A.	Director of Marching Band (2, Fall & Spring)
\$ 4,231.54	B.	Varsity Pep Squad Advisor, Yearbook Advisor (1), Intramural Director (1 per school), Color Guard Head, (2, Fall & Spring), Percussion Head (2, Fall & Spring), and Athletic Trainer (per season, 3 total)
\$ 3,627.03	C.	Color Guard Tech 1 (2, Fall & Spring), Percussion Tech 1 (2, Fall & Spring), Director of Drama, Director of Speech and Debate and Department Chairperson (50+ section)
\$ 3,022.53	D.	Choir Director (1), Choir Accompanist (1), Media Advisor (1), Department Chairperson (25-49 sections), JV Pep Squad Advisor, Freshman Pep Squad Advisor, Color Guard Tech 2 (2, Fall & Spring), and Percussion Tech 2 (2, Fall & Spring)
\$ 2,418.01	E.	Department Chairperson (10-24 sections)
\$ 1,813.51	F.	Department Chairperson (9 or less). Coach in charge of summer athletic participation

(Principals may reassign unfilled stipends.)

Athletic and band stipends may only be reassigned with Superintendent or Superintendent's designee(s) approval.

The following subject areas are accorded department status:

Agriculture	English	Library	School Counselor	Teen Mother
Art	Family & Consumer Science	Mathematics	Science	World Languages
Athletics	Industrial Technology	Music	Social Science	
Business Education	Language Development	Physical Education	Special Education	

Schedule B
Merced Union High School District
Extra Duty Compensation

Coaching Stipends

Season	Sport	Range	^Maximum Amount
Fall	Cross Country	B (2), F	\$ 10,276.59
Fall	Football	A,C(4),D(5),E(4),F(6)	\$ 55,009.91
Fall	Girls Golf	B,E	\$ 6,649.55
Fall	Girl Tennis	B,E(2),F	\$ 10,881.07
Fall	B. Water Polo	B,E(2),F	\$ 10,881.07
Fall	G. Water Polo	B,E(2),F	\$ 10,881.07
Fall	G. Volleyball	B.E(3),F(3)	\$ 16,926.10
Winter	Boys Basketball	B,E(3),F(3)	\$ 16,926.10
Winter	Girls Basketball	B,E(3),F(3)	\$ 16,926.10
Winter	Boys Wrestling	B,E(2),F	\$ 10,881.07
Winter	Girls Wrestling	B,E(2),F	\$ 10,881.07
Winter	Boys Soccer	B,E,F(2)	\$ 10,276.57
Winter	Girls Soccer	B,E,F(2)	\$ 10,276.57
Spring	Baseball	B,E(3),F(4)	\$ 18,739.61
Spring	Softball	B,E(3),F(4)	\$ 18,739.61
Spring	B. Track & Field	B,E,F(3)	\$ 12,090.08
Spring	G. Track & Field	B,E,F(3)	\$ 12,090.08
Spring	B. Swimming	B,E,F(1.5)	\$ 9,369.82
Spring	G. Swimming	B,E,F(1.5)	\$ 9,369.82
Spring	Boys Golf	B,E	\$ 6,649.55
Spring	Boys Tennis	B,E(2),F	\$ 10,881.07
Spring	B.Volleyball	B,E(3),F(3)	\$ 16,926.10
Spring	Co-Ed Tennis	B,E	\$ 6,649.55
Spring	Competitive Cheer	B,E	\$ 6,649.55
Summer	*All Sports	F (26)	\$ 47,151.26

^ Maximum amount based on filling all posted coaching positions per sport and level.

* Summer stipends will be allocated based on the application process. Unfilled summer stipends can be filled based on need, AD and Superintendent's designee will determine the need.

Schedule B guidelines will be reviewed yearly by AD, Music Teachers and the Superintendent's designee(s).

**MERCED UNION HIGH SCHOOL DISTRICT
SUPPLEMENTAL SALARIES
2021/2022**

<u>MERCED ADULT SCHOOL</u>				
<i>(based on 2017-2018 plus \$2.00/hr)</i>				
<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>	<u>Step V</u>
\$33.96/Hr	\$34.73/Hr	\$35.49/Hr	\$36.31/Hr	\$37.03/Hr
<u>\$32.59/Hr</u> Adult School Substitute Teacher			<u>\$40.09/Hr</u> Adult School Resource	
<u>INDEPENDENCE HIGH SCHOOL</u>				
<i>(based on 2018-19 plus 3%)</i>				
<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>	<u>Step V</u>
\$35.14/Hr	\$35.99/Hr	\$36.84/Hr	\$37.67/Hr	\$38.54/Hr

CERTIFICATED

<p><u>\$24.00/Hr</u> Substitute Teacher (Non-Unit) (\$120.00/Day - Effective 10/1/14)</p> <p><u>\$24.00/Hr (Collective Bargaining Agreement)</u> Period Substitute (Unit Member) Detention (Work Detail)</p> <p><u>\$36.00/Hr (\$180.00/Day)</u> Long-Term Substitute Teacher (Effective 11th day w/retro)</p> <p>\$30.00/Hr (\$150.00/Day) – in process of TPSL Permit <u>\$32.00/Hr (\$160.00/Day)</u> – has TPSL Permit Teaching Permit for Statutory Leave (TPSL) Substitute</p> <p>\$42.00/Hr (\$210.00/Day) – in process of TPSL Permit <u>\$44.00/Hr (\$220.00/Day)</u> – has TPSL Permit Long-Term TPSL Substitute (Effective 11th day w/retro)</p>	<p><u>\$38.54/Hr (Same as IHS Step V)</u> Summer School On Campus Suspension</p> <p><u>\$36.84/Hr (Same as IHS Step III)</u> Home Teachers</p> <p><u>\$35.14 - \$38.54/Hr (Same as IHS Steps I-V)</u> Drivers Education Teachers</p> <p><u>\$20.74/Hr</u> GED Testing Examiner (Adult School)</p> <p><u>\$60.00/Hr</u> 2021 Summer School MOU between MUHSD & MUHSDTA (effective 6/7/21 – 7/2/21)</p> <p><u>\$50.00/Hr</u> Professional Development rate per Article XXIII, Section C.2</p>
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CLASSIFIED

<p><u>\$14.58/Hr (Same as Classified D-1)</u> Translators (Non-Unit) GED Test Proctors (Adult School)</p>	<p><u>\$18.53/Hr (Same as Classified D-7)</u> Saturday School</p> <p><u>\$17.98/Hr (Same as Classified J-1)</u> Substitute Bus Drivers / Retiree Substitutes</p>
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MISCELLANEOUS

<p><u>High School Students</u> \$14.00/Hr* Student Cashiers Student Tutors Workability Students</p>	<p><u>College Students</u> \$14.00/Hr* AVID Tutors Scholar of Merit Theater Helpers</p>
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Merced Union High School District

2021-2022 Calendar

Adopted November 13, 2019

July 2021							August 2021							September 2021							October 2021							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	1	2	3	4			7				1	2	3	4							1	2
4		6	7	8	9	10	8				12	13	14	5		7	8	9	10	11	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14		16	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	
											I-15	P-19								I-21	P-21							

November 2021							December 2021							January 2022							February 2022									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
	1	2	3	4	5	6				1	2	3	4							1		1	2	3	4	5				
7	8	9	10			13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12			
14	15	16	17	18	19	20	12	13	14	15			18	9	10	11	12	13	14	15	13	14	15	16	17	18	19			
21						27	19						25	16		18	19	20	21	22	20						26			
28	29	30					26						31	23	24	25	26	27	28	29	27	28								
						I-15	P-15						I-12	P-13							I-20	P-20							I-15	P-15

March 2022							April 2022							May 2022							June 2022									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
		1	2	3	4	5						1	2	1	2	3	4	5	6	7				1			4			
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11			
13	14	15	16	17		19	10	11	12	13	14		16	15	16	17	18	19	20	21	12	13	14	15	16	17	18			
20	21	22	23	24	25	26	17						23	22	23	24	25	26	27	28	19	20	21	22	23	24	25			
27	28	29	30	31			24	25	26	27	28	29	30	29		31					26	27	28	29	30					
						I-23	P-23						I-15	P-15							I-21	P-21							I-2	P-3

First day of school

Last day of school

Holiday for staff & students

Half-day holiday for classified staff

Recess for students, teachers, & certain classified employees

Non-instructional day, new teachers, all administrators, & classified personnel on duty (except 180-day classified)

Non-instructional day, all personnel on duty (except 180-day classified)

End of grading period

End of 1st semester & 2nd semester

Graduation

School Calendar

August 5 New Teachers
 August 9 Returning Teachers
 August 11 First Day of School
 October 15 End of 1st Grading Period
 December 16 End of 1st Semester
 December 17 Non-Instructional Day
 March 18 End of 3rd Grading Period
 June 2 End of 2nd Semester
 June 2 Last Day of School
 June 2 Graduation
 June 3 Non-Instructional Day
 June 3 Last Day for Teachers

P = 186 Professional Days
 T = 180 Days Taught
 1st Semester = 84 Days
 2nd Semester = 96 Days

Summer School 2022 - TBD

Holidays/Recesses

July 5 Independence Day*
 September 6 Labor Day
 November 11 & 12 Veterans' Day Recess
 November 22-26 Thanksgiving Recess
 November 25 Thanksgiving Day
 November 26 In lieu of Admission Day
 December 20 - 31 Winter Recess
 December 24 Christmas Day*
 December 31 New Year's Day*
 January 17 Martin Luther King, Jr. Day
 February 21-25 Lincoln's Birthday and President's Day Recess*
 April 15-22 Spring Recess
 May 30 Memorial Day
 *Observed

Other Important Dates

August 5 New Teacher Breakfast & Workshop
 May 13 #CU@TheLake9 (District BBQ)
 - attendance required by all Class/Cert Mgmt

2021-22 Certificated Request for Assignment

Please take a moment to complete the 2021-22 MUHSD Certificated Request for Assignment for the CERTIFICATED CONTRACTED employees by March 1, 2021

The respondent's email (**null**) was recorded on submission of this form.

*** Required**

1. Email *

2. NAME Last, First *

3. Current School Location - Please indicated the location you are currently working during the 2020-21 school year *

Mark only one oval.

AHS

BCHS

ECHS

GVHS

LHS

MHS

IHS

SHS

YHS

DO

4. Employment - Do you plan to leave MUHSD prior to/for the 2021-22 school year? *

Mark only one oval.

Yes

No

5. Transfer - Do you wish to transfer to another campus? (For positions available, you will still need to express interest in the position) *

Mark only one oval.

Yes

No

6. Transfer - If you wish to transfer to another campus, please mark all that apply

Check all that apply.

- AHS
- BCHS
- ECHS
- GVHS
- LHS
- MHS
- IHS
- SHS
- YHS
- DO

7. Assignment Change - Do you want to change your assignment? *

Mark only one oval.

- Yes
- No

8. First Choice - Indicate First Choice (School / Subject)

9. Second Choice - Indicate Second Choice (School / Subject)

10. Assignment Request Comments / Notes - Please add any specific course request and/or comments necessary to clarify your 1st and 2nd Choice(s).

11. Extra Duty Assignments - What extra duty assignments would you be willing to perform? (Be specific)

MERCED UNION HIGH SCHOOL DISTRICT

EDUCATIONAL OBJECTIVES RECORD

Teacher _____ Subject _____ Date - Initial Conference _____ Date - Follow-up Conference _____ Date - Follow-up Conference _____

THIS EDUCATIONAL OBJECTIVES RECORD IS TO BE COMPLETED BY THE TEACHER BY NOVEMBER 1 OF EACH SCHOOL YEAR . FOLLOW-UP CONFERENCES ARE TO BE HELD BY FEBRUARY 1 AND JUNE 1. COPIES SHOULD BE PROPERLY DISTRIBUTED FOLLOWING THE INITIAL CONFERENCE, THE PROGRESS CONFERENCE, AND THE FINAL CONFERENCE.

OBJECTIVE	Method of Evaluation	Evaluator Approval	Date of Evaluation	Evaluation Results	Date of Evaluation	Evaluation Results	Evaluation of Performance
1.							
2.							
3.							
4.							
5.							

EVALUATEE COMMENTS: _____

EVALUATOR COMMENTS: _____

I certify that the above record was developed by and discussed with me.

Evaluatee's Signature _____ Date _____
 Evaluatee's Signature _____ Date _____
 Evaluatee's Signature _____ Date _____

I certify that I have discussed the above record with this teacher and approve it.

Evaluator's Signature _____ Date _____
 Evaluator's Signature _____ Date _____
 Evaluator's Signature _____ Date _____

DISPOSITION:
 WHITE COPY - SUPERINTENDENT
 GREEN COPY - PRINCIPAL
 CANARY COPY - PRINCIPAL (TEACHER)
 PINK COPY - PRINCIPAL (TEACHER)
 GOLDENROD COPY - TEACHER

Superintendent's Copy Due: June 1.

MERCED UNION HIGH SCHOOL DISTRICT
INSTRUCTIONAL OBSERVATION REPORT
(PAGE 1)

NAME		SCHOOL	
SCHOOL YEAR		CLASS/SUBJECT	
PRE-OBSERVATION DATE		OBSERVATION DATE	POST-OBSERVATION CONFERENCE

OBSERVER:
Check the box, which best characterizes the unit member's performance in each item listed under the performance areas. Comments are required for all ratings of Improvement Needed or Unsatisfactory.

PERFORMANCE AREAS

A. PROGRESS OF STUDENTS TOWARD THE ESTABLISHED STANDARDS

	Satisfactory	Improvement Needed	Not Applicable	Unsatisfactory
1. Communicated specific learning objectives and purposes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
2. Provided adequate explanations, examples, demonstrations and/or models to support and clarify objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
3. Provided clear directions for participation in class activities and for completion of assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
4. Supports objectives and makes subject matter meaningful by engaging students in problem solving, critical thinking, and other activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				
5. Engaged and supported students in the learning process by the use of questioning and other strategies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:				

INSTRUCTIONAL OBSERVATION REPORT

(PAGE 2)

A. PROGRESS OF STUDENTS TOWARD THE ESTABLISHED STANDARDS

		Satisfactory	Improvement Needed	Not Applicable	Unsatisfactory
6. Used a variety of instructional strategies and resources to respond to students' diverse needs and learning styles.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:					
7. Monitored student understanding and modified instructional plans to adjust to student needs.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:					
8. Provided students with appropriate and timely feedback.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:					
9. Provided students with appropriate reinforcement and practice.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:					

B. CREATING AND MAINTAINING AN EFFECTIVE LEARNING ENVIRONMENT FOR STUDENT LEARNING

		Satisfactory	Improvement Needed	Not Applicable	Unsatisfactory
1. Initiated class activities promptly; used class time efficiently.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:					
2. Created a physical environment that engaged all students.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:					
3. Established a climate that promoted fairness and mutual respect.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:					
4. Established and maintained standards for student behavior.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:					
5. Planned and implemented classroom procedures and routines that supported student learning.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:					

INSTRUCTIONAL OBSERVATION REPORT

(PAGE 3)

C. EFFECTIVE TEACHER TECHNIQUES AND STRATEGIES.

		Satisfactory	Improvement Needed	Not Applicable	Unsatisfactory
1.	Demonstrated knowledge of subject matter content and student development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	COMMENTS:				
2.	Organized curriculum to support student understanding of subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	COMMENTS:				
3.	Developed student understanding through instructional strategies that were appropriate to the subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	COMMENTS:				
4.	Developed and sequenced instructional activities and material for student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	COMMENTS:				
5.	Spoke clearly and audibly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	COMMENTS:				
6.	Wrote legibly using correct grammar and spelling.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	COMMENTS:				

UNIT MEMBER RESPONSE _____

UNIT MEMBER _____ DATE _____

EVALUATOR _____ DATE _____

The Unit Member's signature does not constitute an endorsement of the evaluator's notations but is an acknowledgement that the document has been received. Unit Members have a right to submit an additional written response for inclusion in this report.

MERCED UNION HIGH SCHOOL DISTRICT SUMMARY EVALUATION

NAME _____ SCHOOL _____ SCHOOL YEAR _____

1. Describe major strengths:

2. Recommendation

Continuation Without Reservation
SATISFACTORY

Not Recommended for Continuation
UNSATISFACTORY

Continuation With Changes Recommended

3. To improve overall performance, changes are recommended in the following areas

Performance

Areas

Evaluator comments must be included as well as a time for meeting recommendations.
(May include attachment)

UNIT MEMBER RESPONSE:

EVALUTOR _____ DATE _____
UNIT MEMBER _____ DATE _____

The Unit Member's signature does not constitute an endorsement of the evaluator's notations but is an acknowledgement that the document has been received. Unit Members have the right to submit an additional written response for inclusion in this report.

Attachments: YES
 NO

White: District
Yellow: Principal
Pink: Unit Member

Merced Union High School District
CSTP Aligned Evaluation Report
FORMAL CLASSROOM OBSERVATION REPORT

Teacher:		Observer:	
School:	Grade/Subject:	Time/period of observation:	
Lesson Summary:			

ALL TEACHERS WILL BE EVALUATED ON TWO (2) STANDARDS DURING EACH OBSERVATION. EACH ADMINISTRATOR AND EACH TEACHER WILL CHOOSE ONE (1) STANDARD OF FOCUS FOR THE EVALUATION PROCESS.

S—Satisfactory

N*—Needs Improvement

U*—Unsatisfactory

*comments required

EVIDENCE OBSERVED	KEY ELEMENTS
<p>1.0 ENGAGES AND SUPPORTS STUDENTS IN LEARNING</p>	<p>1.1 Connects students' prior knowledge experiences, and interests with learning goals.</p> <p>1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs.</p> <p>1.3 Facilitates learning experiences that promote autonomy, interaction, and choice.</p> <p>1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.</p> <p>1.5 Promotes self-directed, reflective learning for all students.</p> <p style="text-align: center;"> S N* U* <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </p>
<p>2.0 CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</p>	<p>2.1 Creates a physical environment that engages all students.</p> <p>2.2 Establishes a climate that promotes fairness and respect.</p> <p>2.3 Promotes social development and group responsibility.</p> <p>2.4 Establishes and maintains standards for student behavior.</p> <p>2.5 Plans and implements classroom procedures and routines that support student learning.</p> <p>2.6 Uses instructional time effectively.</p> <p style="text-align: center;"> S N* U* <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </p>

3.0 UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING	3.1 Demonstrates knowledge of subject matter, content and student development.
	3.2 Organizes curriculum to support student understanding of the subject matter.
	3.3 Interrelates ideas and information within and across subject matter areas.
	3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter.
	3.5 Uses materials, resources, and technologies to make subject matter accessible to students.
	S N* U*
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4.0 PLANS INSTRUCTION AND DESIGNS LEARNING EXPERIENCE FOR STUDENTS.	4.1 Draws on and values students' backgrounds, interests, and developmental learning needs.
	4.2 Establishes and articulates goals for student learning.
	4.3 Develops and sequences instructional activities and materials for student learning.
	4.4 Designs short-term and long-term plans to foster student learning.
	4.5 Modifies instructional plans to adjust for student needs.
	S N* U*
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5.0 ASSESSES STUDENT LEARNING	5.1 Establishes and communicates learning goals for all students.
	5.2 Collects and uses multiple sources of information to assess student learning.
	5.3 Involves and guides all students in assessing their own learning.
	5.4 Uses the results of assessment to guide instruction.
	5.5 Communicates with students, families, and other audiences about student progress.
	S N* U*
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Improvement plan attached

Additional pages attached: Yes No

Signature of Evaluator:		Date:	
-------------------------	--	-------	--

This report has been discussed with me in conference with the evaluator. I understand that I may, within ten (10) working days of my signature, make a written response to this observation, which will be filed with my observation. My signature hereon does not necessarily signify agreement with this observation. If any area is unsatisfactory, the evaluator shall provide the teacher with an improvement plan.

Signature of Employee:		Date:	
------------------------	--	-------	--

Employee response attached: Yes No

Innovative Practice Noted*

Merced Union High School District
TEACHER SUMMATIVE EVALUATION

Employee:		Assignment(s):	
School/Department:		Date:	

EVALUATORS MAY CHECK "N/O" IF STANDARD DESCRIBED WAS NOT PART OF THIS EVALUATION PROCESS.

S—Satisfactory	N*—Needs Improvement	U*—Unsatisfactory	N/O—Not Observed <small>*comments required</small>
----------------	----------------------	-------------------	---

- | S | N | U | N/O | | |
|--|--------------------------|--------------------------|--------------------------|-----|---|
| 1.0 ENGAGES AND SUPPORTS ALL STUDENTS IN LEARNING | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1.1 | Connects students' prior knowledge, life experiences, and interests with learning goals. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1.2 | Uses a variety of instructional strategies and resources to respond to students' diverse needs. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1.3 | Facilitates learning experiences that promote autonomy, interaction, and choice. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1.4 | Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1.5 | Promotes self-directed, reflective learning for all students. |

Comments:

- | S | N | U | N/O | | |
|--|--------------------------|--------------------------|--------------------------|-----|---|
| 2.0 CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2.1 | Creates a physical environment that engages all students. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2.2 | Establishes a climate that promotes fairness and respect. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2.3 | Promotes social development and group responsibility. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2.4 | Establishes and maintains standards for student behavior. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2.5 | Plans and implements classroom procedures and routines that support student learning. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2.6 | Uses instructional time effectively. |

Comments:

- | S | N | U | N/O | | |
|--|--------------------------|--------------------------|--------------------------|-----|---|
| 3.0 UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3.1 | Demonstrates knowledge of subject matter content and student development. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3.2 | Organizes curriculum to support student understanding of the subject matter. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3.3 | Interrelates ideas and information within and across subject matter areas. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3.4 | Develops student understanding through instructional strategies that are appropriate to the subject matter. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3.5 | Uses materials; resources, and technologies to make subject matter accessible to students. |

Comments:

- | S | N | U | N/O | | |
|--|--------------------------|--------------------------|--------------------------|-----|--|
| 4.0 PLANS INSTRUCTION AND DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.1 | Draws on and values students' backgrounds, interest, and developmental learning needs. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.2 | Establishes and articulates goals for student learning. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.3 | Develops and sequences instructional activities and materials for student learning. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.4 | Designs short-term and long-term plans to foster student learning. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4.5 | Modifies instructional plans to adjust for student needs. |

Comments:

S	N	U	N/O	5.0	ASSESSES STUDENT LEARNING
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.1	Establishes and communicates learning goals for all students.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.2	Collects and uses multiple sources of information to assess student learning.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.3	Involves and guides all students in assessing their own learning.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.4	Uses the results of assessment to guide instruction.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.5	Communicates with students, families, and other audiences about student progress.

Comments: _____

S	N	U	N/O	6.0	DEVELOPS AS A PROFESSIONAL EDUCATOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.1	Reflects on teaching practice and plans professional development for self.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.2	Establishes professional goals and pursues opportunities to grow professionally.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.3	Works with communities to improve professional practice.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.4	Works with families to improve professional practice.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.5	Works with Colleagues to improve professional practice.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.6	Balances professional responsibilities and maintains motivation.

Comments: _____

***COMMENDATIONS AND/OR RECOMMENDATIONS:**

Additional pages attached: Yes No

<input type="checkbox"/>	Satisfactory Overall Evaluation	
PAR Referral:	<input type="checkbox"/>	<i>3 or more Unsatisfactory ratings in any one standard (Standards 1-6)</i> 3 or more <i>Unsatisfactory</i> ratings in any one standard is an overall Unsatisfactory

Recommended for continued service

Not recommended for continued service

Signature of Employee: _____ Date: _____

Signature of Evaluator: _____ Date: _____

This evaluation has been discussed with the employee. The teacher's signature acknowledges receipt of this document and does not necessarily indicate agreement with the report. I understand that I may, within ten (10) working days of my signature, make a written response to this evaluation.

WHITE — Employee

YELLOW — Evaluator

PINK — Personnel File

**MERCED UNION HIGH SCHOOL DISTRICT
Counselor Observation/Evaluation Report**
[PAGE 1]

(DURING SY 2010-2011, USE
FORM ON PAGES 100-101)

NAME _____ SCHOOL _____

SCHOOL YEAR _____ CLASS/SUBJECT _____

PRE-OBSERVATION DATE _____ OBSERVATION DATE _____ POST-OBSERVATION
CONFERENCE DATE _____

OBSERVER:

Check the box which best characterizes the unit member's performance in each item listed under the performance areas.
Comments are required for all ratings of Changes Recommended or Unsatisfactory rating.

PERFORMANCE AREAS

		Satisfactory	Changes Recommended	Unsatisfactory	Not Applicable
A.	PROGRESS OF STUDENTS TOWARD THE ESTABLISHED STANDARDS				
	1. Communicated specific learning objectives and purposes. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2. Provided adequate explanations, examples, demonstrations and / or models to support and clarify objectives. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3. Provided clear directions for participation in class activities and for completion of assignments. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4. Provided activities and materials to support the objectives. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5. Engaged students actively in the learning process. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6. Provided Instruction to accommodate individual needs and learning styles. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7. Used effective questioning strategies to elicit responses as appropriate. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8. Monitored understanding and adjusted as appropriate. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHITE: District Office

YELLOW: Principal

PINK: Unit Member

Form TE-2C 10/85

COUNSELOR OBSERVATION/EVALUATION REPORT

[Page 2]

	Satisfactory	Changes Recommended	Unsatisfactory	Not Applicable
9. Provided students with appropriate and timely feedback. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Provided students with appropriate reinforcement and practice. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT				
1. Initiated class activities promptly; used class time efficiently and productively. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Maintained a mutually respectful and orderly learning environment. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Spoke clearly and audibly. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Wrote legibly using correct grammar and spelling. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. GUARANTEED GUIDANCE SERVICES				
1. Counsels students regarding educational progress. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Makes scheduling and program adjustments as they are warranted. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Serves students with special needs. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is available for limited personal and social counseling. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Assists in the entrance, interest, competency, and achievement Interprets tests to students, parents, and staff. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Arranges parent/student/teacher conferences as requested or as needed. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is available for consultation with staff. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHITE: District Office

YELLOW: Principal

PINK: Unit Member F

COUNSELOR OBSERVATION/EVALUATION REPORT

[Page 3]

	Satisfactory	Changes Recommended	Unsatisfactory	Not Applicable
8. Screens students having educational problems for special education consideration. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Identifies groups with special needs and provides them with appropriate information. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Provides progress reports when appropriate. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Provides referrals to district/community resources. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Recommends inservices for staff and parents on identifying students with drug and/or personal problems. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Provides information about colleges, vocational schools, and/or career opportunities, and encourages students to explore and refine career goals. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Holds group meetings and updates a personalized four-year educational plan with each student. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Evaluates each student's progress toward graduation. Sends written notices and schedules conferences with parent and students regarding graduation deficiencies. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Registers new and continuing students. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Is available informally to students and staff. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Works with students in the areas of discipline and attendance. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

UNIT MEMBER RESPONSE: _____

EVALUATOR _____ DATE _____

UNIT MEMBER _____ DATE _____

The Unit Member's signature does not constitute an endorsement of the evaluator's notations but is an acknowledgment that the document has been received. Unit Members have the right to submit an additional written response for inclusion in this report.

Attachments: YES
 NO

**MERCED UNION HIGH SCHOOL DISTRICT
 Librarian Observation/Evaluation Report
 [PAGE 1]**

NAME _____ SCHOOL _____

SCHOOL YEAR _____ CLASS/SUBJECT _____

PRE-OBSERVATION DATE _____ OBSERVATION DATE _____ POST-OBSERVATION CONFERENCE DATE _____

OBSERVER:
 Check the box which best characterizes the unit member's performance in each item listed under the performance areas.
 Comments are required for all ratings of Changes Recommended or Unsatisfactory rating.

PERFORMANCE AREAS

	Satisfactory	Changes Recommended	Unsatisfactory	Not Applicable
A. PROGRESS OF STUDENTS TOWARD THE ESTABLISHED STANDARDS				
1. Communicated specific learning objectives and purposes. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Provided adequate explanations, examples, demonstrations and / or models to support and clarify objectives. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Provided clear directions for participation in class activities and for completion of assignments. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Provided activities and materials to support the objectives. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Engaged students actively in the learning process. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Provided Instruction to accommodate individual needs and learning styles. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Used effective questioning strategies to elicit responses as appropriate. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Monitored understanding and adjusted as appropriate. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LIBRARIAN OBSERVATION/EVALUATION REPORT

[Page 2]

	Satisfactory	Changes Recommended	Unsatisfactory	Not Applicable
9. Provided students with appropriate and timely feedback. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Provided students with appropriate reinforcement and practice. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT				
1. Initiated class activities promptly; used class time efficiently and productively. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Maintained a mutually respectful and orderly learning environment. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Spoke clearly and audibly. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Wrote legibly using correct grammar and spelling. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. DUTIES AND RESPONSIBILITIES				
1. Plans and implements the library program. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Supervises the maintenance of library furniture and equipment. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Supervises the distribution of textbooks and audiovisual materials and equipment. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Screens students having educational problems for special education consideration. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Trains and supervises the clerical and student library staff. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LIBRARIAN OBSERVATION/EVALUATION REPORT

[Page 3]

	Satisfactory	Changes Recommended	Unsatisfactory	Not Applicable
6. Provides instruction to students, in groups and individually, in the use of the library. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Establishes and maintains standards of pupil behavior needed to provide an orderly, productive library environment. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Creates interest centers and displays to stimulate learning. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Keeps accurate statistical and financial records and shall prepare reports as the principal requires and directs. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Participates in the selection of books and instructional supplies and maintains such inventory thereof as the principal directs. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Supervises pupils in out-of-classroom activities as directed by the principal. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Coordinates available public library services to augment those of the school library. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Maintains professional competence through participation in inservice training activities provided by the District and in self-directed professional growth activities. COMMENTS:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHITE: District Office

YELLOW: Principal

PINK: Unit Member

Form TE-2C 10/85

LIBRARIAN OBSERVATION/EVALUATION REPORT

[Page 4]

- | | Satisfactory | Changes Recommended | Unsatisfactory | Not Applicable |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 14. Participates in the development and revision of courses of study and other learning materials during the contract year as directed by the Superintendent.
COMMENTS: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Participates in the development and revision of the system by which the employee will be evaluated in conformance with the uniform guidelines for evaluation and assessment of the District.
COMMENTS: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Assists in interpreting the school program and its curriculum to parents and to citizens in order to promote greater understanding among community groups of school objectives, accomplishments, and problems.
COMMENTS: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Abides by all policies of the Board of Trustees as set forth in General Policies and Personnel Policies.
COMMENTS: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Maintains apposite personal attributes, a high level of positive relationships with students, colleagues, and the community, adaptability, resourcefulness, and growth in instructional skills, and professional attributes which positively reinforce the welfare of the schools and pupils.
COMMENTS: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

UNIT MEMBER RESPONSE: _____

EVALUATOR _____ DATE _____

UNIT MEMBER _____ DATE _____

The Unit Member's signature does not constitute an endorsement of the evaluator's notations but is an acknowledgment that the document has been received. Unit Members have the right to submit an additional written response for inclusion in this report.

Attachments: YES
 NO

WHITE: District Office

YELLOW: Principal

PINK: Unit Member

Form TE-2C 10/85

SUMMARY OF CALIFORNIA LAW REGARDING DOMESTIC PARTNER RIGHTS

Below is a summary of current California law on domestic partner rights. You will see that some of the law cited becomes operative at the beginning of 2005.

- I. Domestic Partnership Defined.** Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. (Family Code Section 297(a), *operative until January 1, 2005.*)

A domestic partnership is established when the following nine elements are present: (1) both persons have a common residence; (2) both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership; (3) neither person is married or a member of another domestic partnership; (4) the two persons are not related by blood in a way that would prevent them from being married to each other in this state; (5) both persons are at least 18 years of age; (6) either both persons are members of the same sex or one or both persons meet the eligibility criteria under Title II of the Social Security Act or Title XVI of the Social Security Act for aged individuals; (7) both persons are capable of consenting to the domestic partnership; (8) neither person has previously filed Declaration of Domestic Partnership, with the Secretary of State, that has not been terminated under Section 299; (9) both file a Declaration of Domestic Partnership with the Secretary of State. (Family Code Section 297(b), *operative until January 1, 2005.*) The code changes, with slight modifications to the above on January 1, 2005. Essentially the number of elements that must be satisfied is shortened to six.
- II. Domestic Partnership Rights.** Family Code Section 297.5, *operative January 1, 2005*, provides registered domestic partners with the same rights, protections and benefits as spouses. Section 297.5 also subjects domestic partners to the same responsibilities, obligations and duties as spouses. This applies also to former registered domestic partners, surviving registered domestic partners and domestic partners with respect to a child of either of the partners. Further, registered domestic partners have the same rights regarding nondiscrimination as those provided to spouses.
- III. Domestic Partnerships Valid in Other Jurisdictions.** Family Code Section 299.2, *operative January 1, 2005*, provides that domestic partnerships valid in another jurisdiction and that is substantially equivalent to a domestic partnership as recognized by California, will be recognized in California.
- IV. Family Members to Include Domestic Partners.** Gov. Code Section 22871 sets forth numerous code provisions where a domestic partner shall be included in the definition of a family member.
- V. Health Coverage.** An employer may offer health benefits to the domestic partners of its employees and annuitants. A domestic partner and the child of a domestic partner are eligible for continued health coverage through PERS upon the death of the employee if the domestic partner receives a beneficiary allowance.
- VI. Group Health Care Plans/Disability Insurance Policies.** Group health care plans and disability insurance policies that offer hospital, medical, or surgical expense benefits to employees for their dependents, must offer the same coverage to domestic partners. (Ins. Section 10121.7)
- VII. Sick Leave.** An employer must allow employees to use sick leave for the illness of a domestic partner or a child of a domestic partner. (Labor Code Section 233)
- VIII. Unemployment Benefits.** A domestic partner who moves with his/her domestic partner outside of commuting distance from his/her present employment and who cannot transfer jobs, may receive unemployment benefits.



Castle Airport, 3430 A Street, Atwater, California 95301
www.muhsd.k12.ca.us 209-385-6400 (Fax 209-385-6442)

Superintendent
Robert H. Fore, Ph.D.

Board of Trustees
Dave Honey
Dave M. Olsen
Tim O'Neill
Cappi Quigley
Robert J. Weimer

Assistant Superintendents
Raynee J. Daley, Ed.D.
Terry J. Silva
Sylvia Smith

FEBRUARY 7, 2005

Please Post

Vacancy Notice

PAR CONSULTING TEACHER

Ed Code 44506 established the Peer Assistance and Review Program (PAR) to provide assistance to teachers by consulting teachers. A consulting teacher will receive a stipend of \$1,000.00 per referred teacher.

Atwater High School Golden Valley High School
Buhach Colony High/ECEC Livingston High School
Merced High School

- Qualifications:-**
- Permanent credentialed teacher in the district.
 - Eight (8) years of classroom experience.
 - Demonstrates exemplary teaching ability.
 - Effective communication skills
 - Mastery of a range of teaching strategies
 - Ability to work cooperatively and effectively with colleagues
 - Strong, interpersonal skills
 - Ability to work within established timeline
 - Understanding of the Collective Bargaining Agreement

Applicants must submit a Peer Assistance & Review Program Consulting Teacher Application (attached) and three (3) reference letters on the PAR professional Reference Form (attached).

Questions? See your site principal, call the District Human Resources Office at 385-6420, or contact the following PAR Consultants:

Paul Shirlock – AHS	Rita Pryor – GVHS	Chris Nakamura – DO
Linda Lucas – AHS	Tony Gonzales – MHS	Sylvia Smith – DO
Wayne Denno – MHS	Denise Davis – MHS	Raynee Daley – DO

APPLICATION DEADLINE: MONDAY, FEBRUARY 18, 2005, 12:00 NOON

MERCED UNION HIGH SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW PROGRAM
CONSULTING TEACHER APPLICATION

Name	Home Phone
School Site	

1. Teacher Experience (list current position first)

Dates	District	School	Grade	Subject Areas

Total years of teacher experience: _____ Are you tenured in the district? Yes _____ No _____

What credentials do you currently hold?

2. Academic preparation for teaching (list most recent first)

Institutions	Degrees	Dates	Major/Minor

Additional training and/or workshops

1. **Please provide a personal resume** (not to exceed two [2] pages typed using the following headings): Education, Teaching Experience, Professional Development (workshops, training, inservices), Leadership (research, published articles, leadership roles at school site or district office), and Awards (mentor, grant recipient, other professional acknowledgements).
2. **References:** Submit names of three (3) professional references including your current supervising administrator. Recommendation forms must be returned directly to the Human Resources Office.

Name	Phone	School Position

Signature of Applicant

Date

MERCED UNION HIGH SCHOOL DISTRICT

PEER ASSISTANCE AND REVIEW PROGRAM

**CONSULTING TEACHER APPLICATION
PROFESSIONAL REFERENCE FORM**

Dear Colleague:

_____ has applied for the position of consulting teacher. This position requires a thorough professional with unique qualities. The candidates we seek are those exemplary teachers who not only possess a sound instructional base but are proven leaders. They must be well respected and, most importantly, possess the highest interpersonal skills. Your honest and candid appraisal is an important part of the selection process. Your remarks and assessment will be kept strictly confidential. If you have any questions, please contact Raynee J. Daley, Ed.D., Office of Human Resources, Merced Union High School District, (209)385-6420.

Please return to this form to: Merced Union High School District
Office of Human Resources
PO Box 2147, Merced, CA 95344

Please answer the following question and **do not exceed** the space provided.

What specific qualities does this person have that make him/her a good candidate to work with in the Peer-Assistance and Review Program with Participating Teachers?

Name: _____ School _____

Position: _____ Date: _____

MEMORANDUM OF UNDERSTANDING

Between

Merced Union High School District and the
Merced Union High School District Teachers' Association

The purpose of this memorandum of understanding is to clarify the use of the updated counselor evaluation form. All MUHSD counselors requiring an evaluation for the 2010-2011 school year will be evaluated using the updated form. The evaluation form will be used as a pilot for the 2010-2011 school year with a re-visit of the form at the completion of the 2010-2011 school year.

Sheila G. Whitley
DTA President

July 14, 2010
Date

Sandra Schiber
MUHSD Representative

July 14, 2010
Date

Merced Union High School District

COUNSELOR OBSERVATION/EVALUATION REPORT

Name:		School Year:	
School:		Pre-Observation Date:	
		Post-Observation Date:	

OBSERVER: Check the box which best characterizes the unit member's performance in each item listed under the performance areas. Comments are required for all ratings of Needs Improvement or Unsatisfactory.

S – Satisfactory N – Needs Improvement U – Unsatisfactory N/A – Not Applicable

COUNSELING STANDARDS	KEY ELEMENTS
1.0 PERFORMANCE STANDARDS 	1.1 Fosters and uses channels of communication among students, parents, teachers, and administrators on issues regarding pupil progress. 1.2 Provides services that align with educational initiatives, policies, mandates and works to close the achievement gap. 1.3 Participates in school and district meetings when appropriate. 1.4 Counselor builds effective teams by encouraging collaboration among all school staff in efforts to improve student achievement. 1.5 Is available at a mutually convenient time for educational guidance services to students and parents. <div style="text-align: center;"> S N U N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div>
2.0 MANAGEMENT STANDARDS 	2.1 Plans and presents guidance curriculum to meet the needs of students and parents. 2.2 Promotes and encourages stakeholder participation and understanding of school programs, activities, and events. 2.3 Initiates and encourages the involvement of teachers in the solution of students' learning needs. 2.4 Maintains accurate counseling records on students and promotes educational use of these records. 2.5 Assists with various counseling duties as delegated by the school principal or his/her designee. 2.6 Uses school data to counsel students regarding student choice of classes and special programs. 2.7 Assists students in class registration and provides sequential academic programming. 2.8 Monitors the graduation status of students and informs students and parents of deficiencies. <div style="text-align: center;"> S N U N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div>

<p>3.0 PERSONAL/SOCIAL STANDARDS</p>	<p>3.1 Counsels individual students and small groups of students with identified needs and concerns.</p> <p>3.2 Promotes a safe environment for personal/social development satisfying the needs of a diverse population of students.</p> <p>3.3 Counselor uses appropriate interventions for students as needed and monitors their progress.</p> <p>3.4 Makes appropriate referrals for specialized services in the fields of health, personal and social adjustment.</p> <p style="text-align: center;"> S N U N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </p>
<p>4.0 ACADEMIC DEVELOPMENT STANDARDS</p>	<p>4.1 Guides and monitors students to ensure and promote academic development.</p> <p>4.2 Works to identify and accommodate students' special needs and encourages abilities, talents, and interests of his/her students.</p> <p>4.3 Uses accurate and appropriate interpretation of assessment data for student scheduling and academic counseling.</p> <p>4.4 Makes appropriate referrals for specialized services in the area of academic development.</p> <p>4.5 Uses data to ensure every student has equal access to a rigorous academic curriculum within District guidelines.</p> <p style="text-align: center;"> S N U N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </p>
<p>5.0 CAREER DEVELOPMENT STANDARDS</p>	<p>5.1 Promotes student investigation and knowledge acquisition of post-secondary career options.</p> <p>5.2 Formulates an academic and career plan with each student and makes an attempt to include his/her parents. Helps the student make adaptations to the plan as needed.</p> <p>5.3 Facilitates access to information regarding colleges, universities, technical schools and their admission requirements.</p> <p>5.4 Provides information and guidance for students to investigate the world of work, to realize self-potential, and to make informed decisions.</p> <p style="text-align: center;"> S N U N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </p>

Improvement plan attached

Additional pages attached: Yes No

Signature of Evaluator:	Date:
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This report has been discussed with me in conference with the evaluator. I understand that I may, within ten (10) working days of my signature, make a written response to this observation, which will be filed with my observation. My signature hereon does not necessarily signify agreement with this observation. If any area is unsatisfactory, the evaluator shall provide the teacher with an improvement plan.

Signature of Employee:	Date:
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Employee response attached: Yes No

MEMORANDUM OF UNDERSTANDING

Between

Merced Union High School District and the
Merced Union High School District Teachers' Association

The purpose of this memorandum of understanding is to clarify the use of the coaching evaluation form. All head varsity coaches will be evaluated formally each year by a site administrator. The evaluation process will include an overview of the evaluation form, completion of the evaluation form by a site administrator, and meeting with the head varsity coach to discuss the evaluation. The evaluation form will be used as a pilot for the 2010-2011 school year with a re-visit of the form at the completion of the 2010-2011 school year.

Sheida G. Whitley
DTA President

July 14, 2010
Date

Sandra Schiber
MUHSD Representative

July 14, 2010
Date

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Merced Union High School District
Head Coach Evaluation Form

Coach:		Observer:	
School:		Date:	

ALL HEAD COACHES WILL BE EVALUATED ON A YEARLY BASIS

E – Excellent S – Satisfactory N – Needs Improvement U – Unsatisfactory N/A – Not Applicable

EVIDENCE OBSERVED	KEY ELEMENTS
1.0 School-wide perspective for athletics and athletes	1.1 Promoting all sports in the athletic program. 1.2 Cooperation in sharing facilities. 1.3 Philosophy of students’ physical, emotional, and academic well-being before winning. 1.4 Insistence on good sportsmanship and Victory with honor. 1.5 Understanding of and following due process with players. 1.6 Maintaining individual and team discipline and control. 1.7 Providing proper supervision at all times of students and facilities.
	E S N U N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.0 Knowledge of sport, innovative, use of sound methods of coaching	2.1 Selection of athletes in an organized tryout system. 2.2 Skill development of athletes. 2.3 Develops Teamwork. 2.4 Conditioning, physical fitness, and injury prevention for athletes. 2.5 Dealing with injuries in a professional manner. 2.6 Continual Professional Development. 2.7 Passion and interest in coaching.
	E S N U N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

3.0 FULFILLMENT OF JOB DESCRIPTION, PER COACHES' HANDBOOK	<p>3.1 Maintains guidelines and standards for coaches and players.</p> <p>3.2 Preparation, maximizes use of time, practice planning.</p> <p>3.3 Ethical standards for coaches and players.</p> <p>3.4 Off-season preparation and involvement.</p> <p>3.5 Appropriate attire, behavior, language, and conduct.</p> <p>3.6 Concern for equipment, issue, collection, inventory, and storage.</p> <p>3.7 Sideline and bench conduct.</p> <p>3.8 Working cooperatively with the athletic director.</p> <p>3.9 Paperwork is done on time and updated as necessary.</p> <p>3.10 Following rules and guidelines set forth by the District, League, and CIF.</p> <p>3.11 Cooperation and leadership among league coaches.</p> <p>E S N U N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>
4.0 PLANS INSTRUCTION AND DESIGNS LEARNING EXPERIENCE FOR STUDENTS.	<p>4.1 Professional interaction with media.</p> <p>4.2 Effective communication with parents including pre-season parent meeting.</p> <p>4.3 Punctuality for practices, meetings..</p> <p>4.4 Rapport with coaching staff, teachers, administration and parents.</p> <p>4.5 Effective communication with media.</p> <p>4.6 Scholastic support of athletes, grades, eligibility, including regular grade checks.</p> <p>4.7 Fundraising and/or booster club relations.</p> <p>4.8 Provides a positive and energetic environment for competition.</p> <p>E S N U N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>
5.0 ASSESSES STUDENT LEARNING	<p>5.1 Consistent presence throughout the entire program.</p> <p>5.2 Management of assistant coaches.</p> <p>5.3 Works with athletic director to recruit coaches and insures certification is complete.</p> <p>5.4 Provides professional development for assistant coaches.</p> <p>5.5 Follows MUHSD transportation policies and procedures.</p> <p>5.6 Maintains a fiscally responsible budget.</p> <p>5.7 Schedules and facilitates an awards banquet and athlete recognition.</p> <p>E S N U N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>

Areas of Strength:

Areas needing improvement:

Areas that require immediate attention:

Program needs for next season?

Recommendations:

Employee comments:

Improvement plan attached

Additional pages attached: Yes No

Coach

Date

Athletic Director

Date

Principal / Associate Principal

Date

Employee response attached: Yes No

MEMORANDUM OF UNDERSTANDING BETWEEN
MERCED UNION HIGH SCHOOL DISTRICT
AND
MERCED UNION HIGH SCHOOL DISTRICT TEACHERS ASSOCIATION

The purpose of this Agreement is to clarify the additional end of the year checkout procedures. The intention is to reduce disruption and possible damage to personal items and arrangements in the individual classrooms, while ensuring our campuses are well maintained.

Staff members will perform the following duties as part of the end of year check out procedure in preparation of classrooms and offices for possible deep cleaning during the summer months:

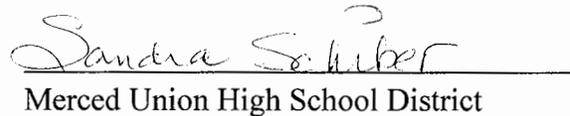
1. All personal items of value to teachers should be removed from the classroom for safekeeping. Items located under six (6) feet on the wall should be removed ONLY if requested by site administration for scheduled deep cleaning of the classroom walls. The District is not responsible for damage or loss to any items left in the classroom during the summer months.
2. Remove any personal window coverings (other than blinds installed by the District).
3. Remove all items along windowsills and on countertops.
4. All computers and printers need to be disconnected from the outlets.
5. Tag damaged student desks to identify them for replacement

Teachers may voluntarily turn in keys upon checkout. Teachers who choose to keep their keys must return them upon request of a site administrator if there is a need for them during the summer months. The schools will be shut down as much as possible during the summer months in order to conserve energy. If you need to be in the classroom, contact your site principal to make arrangements even if you have your keys. The summer shut-down will end July 23, 2012.

This MOU is valid through June 30, 2012 and shall survive from year to year thereafter unless either party requests to renegotiate it.



MUHSD Teachers Association



Merced Union High School District

5-4-2012

Date

5-4-2012

Date

**Merced Union High School District
Merced Union High School District Teachers Association
Memorandum of Understanding
Teacher Evaluation System Redesign**

The Merced Union High School District ("District") and the Merced Union High School District Teachers Association ("Association") **renew** this Memorandum of Understanding ("MOU") regarding a redesigned teacher evaluation system.

RECITALS

- A. The parties desire to enter into this Memorandum of Understanding to develop a joint committee to create a new evaluation process and new evaluation documents and instruments.
- B. Both parties have expressed their desire to create a more effective evaluation system.
- C. The purpose of this MOU is to implement procedures for developing a new evaluation process and new evaluation documents and instruments.

AGREEMENT

The parties agree as follows:

1. **Evaluation Committee.** To redesign the teacher evaluation system, the parties shall create an Evaluation Committee ("Committee") composed of twelve (12) participants: six (6) administrators and six (6) bargaining unit members. The Administration shall appoint the administrators from a cross section of the District's school sites and the Association shall appoint the bargaining unit committee members from a cross section of departments and school sites. The Assistant Superintendent of Human Resources and Association President shall meet in an effort to jointly agree on the Committee participants prior to any appointments being made to the Committee. All Committee members shall be appointed as soon as possible following execution of **this MOU**. Although the Committee shall consist of twelve (12) members, additional participants may attend Committee meetings to provide expertise on an as-needed basis. The District and the Association may change their committee appointments as necessary.
2. **Evaluation Committee Time Lines.** The parties agree that the redesigned evaluation system shall be developed collaboratively between the signing of **this MOU** and May 2016.
3. **Implementation of the Redesigned Evaluation System.** The redesigned evaluation system shall be approved through the collective bargaining process and shall be implemented **at up to 2 schools** during the 2016-17 school year in place of the current evaluation system. **The Committee will develop training so that the evaluation process will be implemented consistently.**
4. **Impact of Use of the Redesigned Evaluation System.** No permanent unit member who receives an unsatisfactory evaluation shall be disciplined on the basis of that evaluation during their first year under the redesigned evaluation system.
5. **Analysis of the Redesigned Evaluation System.** During the 2016-17 school year as the redesigned evaluation system is implemented, the Evaluation Committee shall jointly develop procedures to obtain feedback about the redesigned evaluation system and shall recommend

needed changes so that any proposed changes can be approved through the collective bargaining process and implemented for the **2017-18** school year.

6. **Outside Facilitator.** The Evaluation Committee shall use a mutually agreed to outside facilitator. The cost of the facilitator shall be borne by the District.
7. **Release Time and Compensation.** Bargaining unit members appointed to serve on the Evaluation Committee shall be entitled to District-paid release time for days actually served working on the Committee. The Committee will endeavor to complete its work during bargaining unit members' contract day.
8. **Flexibility.** If the District and the Association President agree in writing, the Evaluation Committee may deviate from any parameters established in this Memorandum of Understanding. If the Committee feels that deviating from parameters established in this MOU is necessary, the Committee will consult with the Association President and the District to codify the newly agreed to parameters in writing.

MUHSD



Dated: November 12, 2015

MUHSDTA



Dated: November 12, 2015

MEMORANDUM OF UNDERSTANDING
MERCED UNION HIGH SCHOOL DISTRICT
and
MERCED UNION HIGH SCHOOL DISTRICT TEACHERS ASSOCIATION

This memorandum of understanding between the Merced Union High School District ("District") and the Merced Union High School District Teachers Association, CTA/NEA ("DTA") documents the parties' agreement regarding the procedures by which the District and DTA will "consult" in regard to the following legal obligations:

(1) Under Government Code section 3543.2, the exclusive representative of the certificated employees has the right to consult on educational objectives, the determination of the content of courses and curriculum, the selection of textbooks and other instructional materials (including instructional technology).

(2) Under Education Code section 52060, the District shall consult with various stakeholders, including the exclusive representative of each of its bargaining units, as part of the process of developing its LCAP.

Therefore, the parties agree as follows:

1. A standing Curriculum Council of up to two teachers (one selected by the District and one by DTA) and one site administrator from each school site shall be formed for the purpose of making recommendations to the District regarding the matters described in (1), above. The District shall refer all proposals regarding these matters to the Curriculum Council and provide written notice to DTA of the opportunity to engage in consultation as defined in (1), above. DTA shall respond in writing to the District of its intent to exercise its right to consult within five (5) work days.

2. The District shall "consult" with DTA within the meaning of Section 3543.2 with a consultation team of teachers selected by DTA. During this process, the parties shall engage in the free exchange of information, opinions, informal proposals, and recommendations according to orderly procedures in a conscientious effort to incorporate such recommendations into the resulting policy or plan. Consultation time shall be scheduled by the District and release time shall be provided to teachers able to participate.

3. The District shall also consult with DTA within the meaning of Education Code section 52060 for the purpose of providing informed input by DTA in the development of the District's LCAP.

4. In the event that the consultation process described in 2., or the development of the LCAP described in 3., results in proposed changes to the status quo which are within the mandatory scope of bargaining under the Educational Employment Relations Act (EERA), the District agrees to negotiate those changes with DTA prior to implementing them in accordance with its obligations under the EERA. Likewise, if the proposed changes to the status quo will result in effects or impacts which are within the mandatory scope of bargaining, the District

agrees to negotiate with DTA regarding those effects or impacts in accordance with its obligations under the EERA.

Dated: 2/5/16



Authorized Representative
DTA

Dated: 2/5/16



Authorized Representative
Merced Union High School District