

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MCFARLAND UNIFIED SCHOOL DISTRICT
AND
MCFARLAND TEACHERS ASSOCIATION/CTA/NEA**



**JULY 1, 2022 – JUNE 30, 2025
(February 2024)**

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APPENDICES:

SALARY SCHEDULES

A 2023-2024 and 2024-2025, CERTIFICATED SALARY SCHEDULES

A-1 2023-2024 and 2024-2025, CERTIFICATED SALARY SCHEDULES-LIBRARIAN

A-2 2023-2024 and 2024-2025, CERTIFICATED SALARY SCHEDULES-
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A-3 2023-2024 and 2024-2025, CERTIFICATED SALARY SCHEDULES-TOSA
EXTRA 10 DAYS

A-4 2023-2024 and 2024-2025, CERTIFICATED SALARY SCHEDULES-TOSA
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STIPEND SCHEDULES

- B 2024-2025, CERTIFICATED SALARY STIPEND/EXTRA DUTY SCHEDULES
- C 2024-2025 SCHOOL CALENDAR
- D DONATION AUTHORIZATION – SICK LEAVE
- E CERTIFICATED EVALUATION FORMS
- E-1 EVALUATION OF SCHOOL COUNSELOR PERFORMANCE
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- F APPLICATION FOR APPROVAL OF COURSES FOR SALARY PROGRAM
PLACEMENT

ARTICLE I INTRODUCTION

- A. This Article and the provisions contained herein constitute a bilateral and binding agreement by and between the MCFARLAND UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District" or "Employer") and the MCFARLAND TEACHERS ASSOCIATION/CTA/NEA (hereinafter referred to as "Exclusive Representative" or "Union"), an employee organization.
- B. This Agreement is entered into pursuant to Sections 3540-3549 of the California Government Code (hereinafter referred to as the "Act").
- C. Mission Statement: It is agreed and understood by the Parties to this Agreement that the District shall establish the following commitments:
 - 1. Maintaining a 5 percent (5%) reserve each year that this Agreement is in effect.
 - 2. Providing teachers with comparable salaries paid to teachers in similar districts in the County of Kern.
 - 3. Establishing a teacher incentive retirement plan.

ARTICLE II RECOGNITION

The Employer recognizes the Union as the Exclusive Representative of bargaining unit members as specified in the unit description submitted to the Public Employment Relations Board (PERB) and counselors.

1. All newly created certificated positions, except those designated by the Employer as management, confidential, supervisory, speech pathologist, psychologist or Athletic/Activities Director, shall be assigned to the Collective Bargaining Unit and shall be subject to the provisions of this Agreement.
2. Disputes regarding designation of new positions shall be handled in accordance with PERB RULES AND PROCEDURES.
3. Non-bargaining unit members will not be assigned on a permanent basis to any formal classroom teaching assignment that has been routinely and customarily performed on a permanent basis by a bargaining unit member, except in cases of an emergency when a regular bargaining unit member is unavailable to perform the services for the District.

ARTICLE III SALARY

- A. The 2022-2023 Certificated Salary Schedules are increased by four percent (4%) and are effective July 1 through June 30, 2024. The 2023-2024, Certificated Salary Schedules are attached as Appendix A.

The 2023-2024 Certificated Salary Schedules are increased by one and half percent (1.5%) and are effective July 1 through June 30, 2025. The 2024-2025, Certificated Salary Schedules are attached as Appendices A.

Certificated stipends shall also be increased in accordance with paragraphs A and B above effective upon Board approval of the tentative agreement.

After the final budget for each fiscal year has been approved by the Board of Trustees, if either party becomes aware of monies not reflected in that July adopted budget, that party should notify the other party within ten (10) working days (when the District Office is open) of receiving the information or upon issuance of the next interim report. This provision applies only to money that is both ongoing and unrestricted and more than one-half of one percent (0.5%) of the entire applicable fiscal year's budget. Upon notification, both sides will meet and negotiate as to the use of the new money within thirty (30) days with neither side having a guaranteed outcome.

- B. The July 1, 2023-2024 and 2024-2025, Certificated Salary Stipend/Extra Duty Schedule is attached to this Agreement as Appendix B.
- C. Commencing with the 2023-2024 fiscal year, each tenured employee will be paid in twelve (12) installments. Permitted and waived teachers will be paid in eleven (11) installments.
- D. Each bargaining unit member who did not achieve the top step for his/her salary columns during the respective school year shall be advanced one step on the salary schedule for the years specified under the provisions of Paragraph E of this Article.
- E. Movement between columns on the Salary Schedule shall be accomplished as follows:
1. Notice of intent to qualify for a higher column must be filed with the District by April 30. All course work must be completed and verified by the following October 15. A copy of the "Application for Approval of Courses for Salary

Program Placement Certificated Personnel” form is attached as Appendix F.

2. All course work must relate directly to the bargaining unit member’s current assignment or be applicable to related field and/or instructional techniques and will be calculated using semester units.
3. Bargaining unit members must obtain prior approval from the District in order to receive salary schedule credit for course work.
4. Advancement on the salary schedule shall be accomplished if the bargaining unit member earns a grade of “B” or higher for all course work approved and completed. The District may consider “pass/fail” classes.
5. Each bargaining unit member shall be responsible for:
 - a. Obtaining prior approval from the District.
 - b. Verifying completion of all work by submitting transcripts, grade cards, or written verification by the instructor.
 - c. Filing a request for change in salary classification on a timely basis each time one is due.

F. Bargaining unit members who are required by the District to use their own automobiles in the performance of their duties and are assigned to more than one school per day shall be reimbursed for all such travel at the rate authorized by the Board of Trustees for all driving done between the first school, or designated headquarters, and other schools or assignments.

The reimbursement shall be at the approved IRS rate in effect at the time of required travel.

G. A bargaining unit member who agrees with the District that in lieu of being provided a preparation period is assigned one class period of student instruction during the bargaining unit member’s regularly scheduled workday shall be paid at a properly prorated amount based upon his/her daily salary schedule placement. A bargaining unit member will not be paid at this rate during any in-service days scheduled by the District when students are not present.

A bargaining unit member who substitutes during his/her preparation period or is assigned to teach a combined class because of an emergency shall be paid for each substitute assignment at Column 3, Step 6, of the current Certificated Salary Schedule.

H. Non-mandatory extra duty will be compensated at the daily rate of \$340.

Stipends:

1. Elementary Band: \$1,355.00
2. Cadet Corps: \$1,322.00
3. After School Sports Coordinator: \$7,313.99. The District reserves the right to assign an administrator or designee to fill the position.

Longevity: \$1,000 at year 10 and an additional \$500 each five years thereafter.

Masters Stipend: \$1,250

Doctorate Stipend: \$1,250

ARTICLE IV
HEALTH AND WELFARE BENEFITS

- A. The District shall pay the dollar amounts for the fringe benefits specified. Unless stated otherwise, any increase in cost of the specified fringe benefits during the term of the contract shall be at the expense of the bargaining unit member.
1. For the 2023-2024 and 2024-2025 benefit plan year, the District's fully paid medical insurance shall be SISC Prudent Buyer (PBC 80-C \$20 co-pay). The District provides the full cost for the SISC Prudent Buyer PBC 80-C medical insurance for each bargaining unit member and eligible dependent(s). Employees have the option of selecting Kaiser/Permanente or SISC Prudent Buyer 90-A \$20 co-pay in lieu of SISC Prudent Buyer (PBC 80-C \$20 co-pay). Employees selecting a plan other than SISC Prudent Buyer PBC 80-C shall pay the additional cost of the medical premium.
 2. For the 2023-2024 and 2024-2025 benefit plan year, the District will provide the full cost for prescription drug coverage (prescription drug card \$7-25 (by mail) co-payment) for each bargaining unit member and eligible dependent(s).
 3. For the 2023-2024 and 2024-2025 benefit plan year, the District will provide the full cost for Delta Dental Insurance for each bargaining unit member and eligible dependent(s). Employees have the option of selecting Delta Dental DPO in lieu of the current Delta Dental.
 4. For the 2023-2024 and 2024-2025 benefit plan year, the District will provide the full cost for the Provident Life Insurance Plan for each bargaining unit member and eligible dependent(s).
 5. For the 2023-2024 and 2024-2025 benefit plan year, the District will provide the full cost for Vision Service Plan (SISC) Plan C, with a \$20.00 deductible for each bargaining unit member and eligible dependent(s).
- B. For bargaining unit members whose assigned workday is less than the normal workday, but at least one-half the normal workday, the Employer shall prorate its contribution for fringe benefits based upon the ratio of the bargaining unit member's workday to a full time bargaining unit member's workday.
- C. No in-lieu payments or contributions to programs other than those which the Employer provides above shall be paid by the Employer for bargaining unit members who elect not to subscribe to the benefits provided by this Article.

- D. Benefits for Retirees. The District shall provide the same medical, prescription, dental, vision, and life insurance benefits for employee and spouse as provided in Article IV, Section A, 1-5, for those employees of the District who retire after July 1, 1996, provided the employee retires after the age of 55 and has met the following:
1. The employee was employed by the District for 15 continuous years immediately prior to retirement.
 2. The employee is actually drawing retirement benefits from the State Teachers Retirement System (STRS).
 3. The employee was eligible for medical, dental, vision, and life insurance while an active employee of the District.
 4. Employees hired after July 1, 2015, shall not be eligible for District-provided retiree health and welfare benefits until age 58 provided they satisfy the conditions of D.1-3 above.
- E. Employees retiring under this plan shall be provided with medical, PCS drug card, dental, vision, life insurance, and behavioral health insurance specified under this Article at the monthly rates herein specified until they become eligible for state or federal retirement and/or health care benefits. Unless stated otherwise, any increase in cost of the specified fringe benefits during the term of the contract shall be at the expense of the retiree.
- F. The Association recognizes that any further increases in health and welfare premiums are additional liabilities to the District's budget and are therefore a part of any total compensation package between the parties during negotiations for that fiscal year.
- G. Retirement Incentive Program. The District shall provide all bargaining unit members the opportunity to take part in any Golden Handshake offered by the state or alternative District-offered retirement incentive under the following conditions:
1. All requirements of the law are met.
 2. It can be shown that participation in the plan will save the District money.

3. The term of the participation will be negotiated with the Exclusive Representative.
4. Any plan must be offered to all bargaining unit members meeting the eligibility requirements.

ARTICLE V HOURS

- A. Bargaining unit members shall be on duty and shall perform assigned tasks as directed by the District. The length of the bargaining unit member's regular on-site workday, including preparation time, lunch, relief periods, and time required before and after school shall not exceed seven (7) hours and 30 minutes per day, except as specified in Paragraph B below.
1. The beginning and ending time of the bargaining unit member's regular workday shall be established by the District prior to the beginning of each school year.
 - a. The regular workday shall be scheduled by the District.
 - b. The District will provide for a Minimum Day Schedule for students and teachers on the day prior to the beginning of Thanksgiving Break, Winter Break, Spring Recess, and the last day of school. On these minimum days, bargaining unit members may leave after student dismissal.
 - c. After consultation with the Association, the District may designate additional minimum days to be utilized for professional development or training.
 - d. At the elementary level, minimum day/early release professional development or training will start 25 minutes after the last student dismissal.
 - e. The District will make every reasonable effort to provide bargaining unit members at least three days' advance notice of the minimum day schedule.
 - f. The workday for Counselors will be eight hours per day exclusive of an unpaid lunch period.
 2. Bargaining unit members may apply for an exemption to Paragraph A under the following circumstances:

- a. For college classes approved for credit which begin prior to 4:30 p.m., application shall be submitted at least 48 hours before the first class meeting. Approval for this exception shall be in effect for the duration of the class only.
 3. When students' regular school day is delayed due to fog, bargaining unit members shall arrive no later than 9:30 a.m.
- B. The District shall be entitled to require bargaining unit members to engage in a reasonable number of professional and adjunct duties beyond the regular workday for which the bargaining unit member shall receive no additional compensation.
1. Professional duties shall include, but not be limited to Back to School Night, Open House, bus, yard, playground or sidewalk duty, faculty meetings, IEPs and parent conferences. Non-classroom supervisory duties shall be assigned as equally as possible within each school.
 - a. Elementary school sites will be on a minimum day schedule for the days of District scheduled Parent Conferences:
 - b. At the elementary level, teachers who complete all parent conferences during working hours may be excused from attending site scheduled evening conferences.
 - c. If an IEP extends more than one-half (1/2) hour beyond the contractual day, the General Education teacher will be compensated at the extra-duty (Column 3, Step 6) rate for time beyond the first half hour.
 - d. General Education teachers required to attend IEPs during their preparation period will be paid at the extra-duty rate (Column 3, Step 6) in the event the teacher's weekly average of 55 minutes of preparation is not received.

A list of adjunct duties will be developed and reviewed at the school site in collaboration with the Association. The list of adjunct assignments will be posted at the beginning of each semester. Bargaining unit members are expected to perform up to four adjunct duties per year or totaling approximately 14 hours per school year. A unit member may submit for

approval as an adjunct duty an activity involving off-duty supervision of students at a school sanctioned event.

- a. Special Education teachers responsible for the preparation of IEPs will not be required to attend adjunct duties.
 - b. Mandatory unpaid professional and adjunct duties will not exceed six (6) events per school year. Back to School Night does not count towards the six (6) mandatory events, but is required for all teachers.
3. Building, grade level in-service, and faculty meetings shall be held as promptly after students are dismissed as possible. Bargaining unit members shall attend such scheduled meetings. Every effort shall be made to conclude these meetings as promptly as possible.
- C. All ETK-12 teachers shall have weekly preparation time equivalent to an average of 55 minutes per day, excluding minimum days and fog delay days.
1. At the elementary level, preparation time shall be prior to and/or following the bargaining unit member's regular workday.
 2. Fourth, fifth and sixth grade teachers shall not be assigned yard, playground, or sidewalk duty before or after school in cases where it conflicts with their 55 minutes of preparation time. Remaining yard duties shall be equitably distributed amongst all teachers. The foregoing will not apply when the District provides relief personnel (i.e., PE Teacher).
- D. In addition to the weekly guaranteed preparation time, teachers shall use unassigned time for class preparation, unless the District assigns work or schedules meetings during unassigned time. Unit members are not compensated for work assignments or District meetings during unassigned time. The Principal will notify bargaining unit employees in advance of any changes to the weekly preparation schedule.
- E. During a preparation period, a bargaining unit member who substitutes or is assigned other duties shall be paid for each substitute assignment or duty at Column III, Step 6, of the current Certificated Salary Schedule.
- F. All hourly extra duty shall be reimbursed at the rate listed in Paragraph E above.

- G. A bargaining unit member who is assigned an hourly extra-duty assignment prior to and after the regular scheduled workday shall be reimbursed at the rate listed in Paragraph E above.
- H. All bargaining unit members shall be assigned a duty-free lunch period which shall not be less than 30 minutes.
- I. All bargaining unit members shall receive tentative job-duty notification for each school year by July 1 of that school year. The District will make every effort to give job-duty notification for the next school year prior to the close of the current school year.
 - 1. Returning bargaining unit members shall be on duty a maximum of 184 days.
 - 2. Bargaining unit members in their first year of service to the District shall be on duty a maximum of 185 days.
 - 3. The school year calendar shall be developed by the District after consultation with the Association and shall be attached to this Agreement as Appendix C.
 - 4. Any mandatory in-service beyond 184 workdays for returning teachers and 185 workdays for new teachers shall be paid at a rate not less than the bargaining unit member's daily rate. Buy-back days will continue to be paid at the buy-back rate, as negotiated.

ARTICLE VI LEAVES

Sick Leave

- A. Every full-time bargaining unit member shall be entitled to ten (10) days of sick leave for each year of employment.
 - 1. Unused sick leave shall accrue from school year to school year.
 - 2. A bargaining unit member who is absent for less than a full workday shall have accumulated leave deducted on a pro rata basis. In the absence of an emergency situation, absences of less than a full-day must be scheduled at least two (2) workdays in advance. Regularly scheduled health care appointments do not constitute an emergency situation.
 - 3. Bargaining unit members who work less than full time shall be entitled to such portion of the ten (10) days of sick leave as the number of hours for a full-time bargaining unit member's workweek.
 - 4. Bargaining unit members who work less than a full year shall be entitled to one day of sick leave for each month of employment or major portion thereof.
 - 5. Up to thirty (30) days of accrued sick leave may be utilized for CFRA/FMLA qualifying leaves, or other serious illness or injury, not involving the employee's own serious health condition or pregnancy disability. The unit member will certify in writing that the leave meets the requirements of this paragraph. The unit member must ensure that lesson plans are prepared for absences of five days or longer.
- B. The District may require, for just cause, a verification of any absence.
- C. If an employee has exhausted all available sick leave, including all accumulated sick leave, and is still absent due to illness or accident for an additional period of five (5) school months or less, the amount of salary deduction in any month shall not exceed the sum which was actually paid to a substitute, or if no substitute was employed, the amount which would have been paid to a substitute if one had been employed.

1. The District shall require acceptable verification of an illness or injury from a licensed physician or practitioner. Failure to provide verification of illness will result in a full-day deduction of wages.
 2. An employee shall not be provided more than one five-month period per illness or accident.
 3. When the five school months have expired, the bargaining unit member may apply to the Board of Trustees for permission to remain on extended leave with or without pay. The Board of Trustees may, at its discretion in each case, determine whether or not to grant the extended leave with or without pay following submission of medical evidence of the bargaining unit member's inability to work.
- D. Each female bargaining unit member shall be entitled to utilize sick leave for the period of time she is required to be absent due to pregnancy or childbirth.
1. The period of leave, including the date upon which the leave commences, shall be determined by the bargaining unit member and her doctor.
 2. A statement from the bargaining unit member's doctor as to the beginning date of the leave shall be filed with the Superintendent.
 3. The date of the bargaining unit member's return to service shall be based upon her doctor's analysis and written verification of the bargaining unit member's physical ability to render service to the District.
 4. Parental leave will be provided to the extent required by Education Code Section 44977.5.

Personal Necessity Leave

- E. Each school year, bargaining unit members may request to utilize up to eight of the ten days of sick leave allotted pursuant to this Article in cases of personal necessity.
1. Personal necessity leave shall be granted upon request for the following reasons:
 - a. Death or serious illness of a member of the immediate family.

- b. Accident involving the person or property of the bargaining unit member or the person or property of the bargaining unit member's immediate family or unexpected travel delays.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena, or under any order made with jurisdiction. Should a bargaining unit member formally petition the court or agency to quash the subpoena or court order made with jurisdiction and should the petition be denied, the bargaining unit member shall be granted up to four days of leave without loss of pay.
 - d. Nationally recognized religious holidays of the major religions (i.e., Christian, Jewish, Muslim, Hindu).
2. A bargaining unit member shall not be required to secure advance permission for leave taken for the reasons set forth in Paragraphs E.1.a and E.1.b above. Where possible, the bargaining unit member shall give verbal notice to the Superintendent or designee. Written notice shall be provided upon the bargaining unit member's return.

No Reason Days

3. Up to 10 days of leave under this paragraph may be utilized by an employee without having to state a reason, subject to the following conditions:
- a. These days shall be taken in full day blocks of time.
 - b. These days shall not be used immediately before or after a holiday on the school calendar.
 - c. These days may not be used for personal gain.
 - d. No more than three (3) consecutive days may be taken without prior approval of the Superintendent or designee.
 - e. No reason days must be scheduled at least three (3) workdays in advance. No reason days requested less than three (3) workdays in advance must be approved by the Superintendent or designee.

- f. A no reason day(s) may not be granted where the District has received multiple requests for the same day(s). In the event of multiple requests for the same day(s), the District will grant the earlier request(s). Upon request, the District will provide the Association President or designee, a confidential list of leave requests.
- 4. It is understood, however, that an absence shall not qualify under this provision if the reason for such absence is the participation, collectively or individually, in any concerted employee activity such as a strike, work stoppage or other organized or unorganized withholding of services from the District.
- 5. Bargaining unit members shall make a written request for permission to take personal necessity leave, in cases other than Paragraph 2 above, at least three days in advance of the day on which the personal necessity leave is intended to be taken. If the need to utilize personal necessity leave is not known to the bargaining unit member within the three-day notice period, the written request shall be made as much in advance as possible. If the bargaining unit member is unable to give advance notice to the Superintendent or designee to take personal necessity leave and be absent for that day due to circumstances beyond his/her control, the bargaining unit member shall give verbal notice to the Superintendent or designee and shall file the leave request immediately upon return to duty.

Industrial Accident Leave

- F. A bargaining unit member shall receive industrial accident leave of up to 60 days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District in any one fiscal year for recovery from an industrial accident. Such benefits are in addition to other sick leave benefits provided by the District.
 - 1. Should the leave extend into the next school year, the bargaining unit member shall be entitled only to the amount of unused leave which, when added to the original leave, totals 60 days.
 - 2. Salary received during this leave, when combined with any amount awarded for temporary disability indemnity (Workers' Compensation), shall not exceed the bargaining unit member's full salary.

3. The bargaining unit member shall endorse temporary disability indemnity (Workers' Compensation) checks to the District.
4. Upon termination of industrial accident or illness leave, the bargaining unit member shall be entitled to other leave benefits as provided by law, including sick leave.

Bereavement Leave

- G. Every bargaining unit member shall be entitled to five days of paid leave of absence on account of the death of any member of the bargaining unit member's immediate family as that term is defined in this Article.
 1. This leave shall not be deducted from sick leave.
 2. This leave shall not be cumulative.

Jury Duty Leave

- H. Each bargaining unit member shall be entitled to as many days of paid leave as are required by the court for jury duty. The bargaining unit member shall sign over to the District any fees paid for jury duty minus any allowance for expenses.
 1. When summoned for jury duty, the bargaining unit member shall notify the Principal.
 2. The bargaining unit member shall return to regular assigned duties on days when service as a juror is not required.

In-service Leave

- I. A bargaining unit member may, at the discretion of the Superintendent, receive paid leave of absence for the purpose of attending classes, workshops, conferences, clinics, classroom visitations, or programs which are designed exclusively for the purpose of assisting a new bargaining unit member in the performance of assigned duties, introducing new concepts or procedures, or otherwise enhancing or improving the performance of the bargaining unit member involved.

Military Leave

- J. Military leave shall be granted as provided by law.

Sabbatical Leave

- K. A bargaining unit member who has served a minimum of seven consecutive years in the District may be eligible for a sabbatical leave. Subsequent leaves shall be based on an additional seven consecutive years of full-time, active certificated service to the District.
1. Leave may be granted at the discretion of the District and shall be directed towards the fulfillment of collegiate study or research that is the equivalent of full-time study. The District may set standards for reporting and performance of duties during the leave as a condition precedent to granting the leave.
 2. The sabbatical leave candidate shall be responsible for submitting a proposal describing the activities to be undertaken and how they will benefit students, the District, and the candidate. Requests for sabbatical leave shall be made to the Superintendent at least six months in advance of the proposed leave. Exceptions to this provision may be made on an individual non-precedential basis.
 3. Leave may be granted by the District for any period of time it considers appropriate at one-half salary, as if the employee were in regular service.
 - a. The arrangement for payment of salary to a bargaining unit member on leave is at the discretion of the District. It may be paid in the following manner: (1) in two equal installments during the first two years of service following the return of the bargaining unit member from leave of absence; or (2) in the same manner as if the bargaining unit member was employed by the District.
 - b. If the District pays, pursuant to Paragraph K 3.a.(2), the bargaining unit member shall enter into a written agreement to return to the service of the District immediately following the completion of the leave and to render a period of service which is equal to twice the period of the leave.

- c. The bargaining unit member shall, as a condition precedent to granting any sabbatical leave, furnish the District with a bond guaranteeing twice the amount of salary paid by the District during any such leave.
- 4. Unless approved by the Superintendent or designee, any deviation from the approved sabbatical leave plan shall render the agreement null and void.

Reassignment for the remainder of the leave time shall be at the discretion of the District.

- 5. Each bargaining unit member who has been granted a leave shall file a written report immediately upon returning to active duty. The report shall include not only a summary of leave activities, but also an appraisal of the professional value of the leave.
- 6. A bargaining unit member on a sabbatical leave shall be entitled to normal progression on the salary schedule.
 - a. For purposes of accumulating District seniority, the bargaining unit member shall be considered to be employed continuously for the period of the leave.
 - b. A bargaining unit member on sabbatical leave shall not be transferred from one school to another school, except pursuant to the transfer procedures of this Agreement.
 - c. A bargaining unit member on sabbatical leave who wishes to receive retirement credit for a full year's service shall be required to pay the full employee retirement contribution as well as one-half of the Employer's retirement contribution.
 - d. A bargaining unit member on sabbatical leave shall have the full Employer contribution for fringe benefits made by the Employer.

Catastrophic Leave/Continuation of Pay Certificated Employees

- L. Catastrophic Leave/Continuation of Pay status may be available to an employee as set forth herein pursuant to the provisions of Education Code Section 44043.5, inclusive.

1. The pay granted to the affected employee shall consist of the number of sick leave days, vacation days, or days of compensatory time off that are donated by other employees. All donations of sick leave, vacation, or compensatory time off shall be made in blocks of one workday.
 2. An employee may donate a maximum of three days per school year per receiving employee. An employee who donates a sick day shall be required to have a full-paid leave balance (not extended sick leave) equivalent to ten days following the donation.
 3. A receiving employee shall be credited with one day's pay for each day donated on the employee's behalf to a maximum of 30 days of pay. An employee may apply for two additional 30-day periods.
 4. The benefit of this policy is not available to an employee who is receiving Workers' Compensation payments.
- M. For the purpose of calculating continuation of pay status for an employee who receives catastrophic leave, the following shall apply:
1. Each application shall be reviewed by a committee consisting of the Superintendent or designee and two association members.
 2. The receipt of donated days under this Policy shall not serve to extend or modify the terms or limitations of the extended sick leave provisions of the Education Code or of an applicable Collective Bargaining Agreement.
 3. Any pay provided by the terms of this Policy shall not commence until the affected employee has exhausted his or her entitlement for full-paid sick leave provided by the Education Code or an applicable Collective Bargaining Agreement.
 4. If more days are donated than have been requested, the days to be applied to the receiving employee shall be determined by a lottery. Any day that is not applied to the receiving employee shall be returned to the donating employee.
- N. An employee who requests the benefits provided by this Policy shall complete an application form. The employee must attach a completed written certification form signed by a licensed physician or practitioner indicating that the employee's

circumstances meet the definition of a catastrophic illness or injury in Education Code Section 44043.5(a)(1) and the probable length of absence from work. Where the application is based on the catastrophic illness or injury of a member of the employee's immediate family, all required medical information, statements, and verifications shall be related to the affected family member. In addition, the employee shall attach a written statement indicating the circumstances that require the employee's absence from work.

- O. The term "catastrophic illness or injury" shall be defined as set forth in Education Code Section 44043.5(a)(1), or successor provision, which currently states: "Catastrophic illness' and 'injury' means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for the family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off."
- P. A "member of the employee's family" shall be defined as set forth in Article VI, Leaves, Paragraph V of the District/Teachers' Agreement.
- Q. Differential pay begins after all sick leave and catastrophic leave has been exhausted.
- R. Catastrophic Leave may be used for any employee paid workday.
- S. The Catastrophic Leave form is attached as Appendix D to this Agreement.

General Provisions

- T. A bargaining unit member absent under the provisions of Paragraphs A, C, D, or F of this Article for five or more consecutive days shall be required to provide a verification of ability to return to work and render service to the District prior to returning to work. Notwithstanding the provisions of this paragraph, a bargaining unit member who is absent at any time for surgery shall be required to furnish verification of ability to return to work and render service to the District prior to such return.
- U. Upon return from any leave which is for more than 20 school days, an effort will be made by the District to reinstate the bargaining unit member to the position held at

the time the leave was granted, or to as nearly identical a position as possible. After such efforts are made, if it is determined by the Superintendent that in order to meet the educational related needs of the District, and it is necessary to place the returning bargaining unit member in a different position, such placement shall be made pursuant to the provisions of Article X, Paragraphs C and D.

- V. For the purposes of this Article, the bargaining unit member's immediate family shall be defined as the mother, father, grandmother, grandfather, or grandchild of the employee, or of the spouse of the bargaining unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, or any relative residing in the immediate household of the employee. Step or foster relationships are included in the definition of son and daughter. "Immediate family member" shall also include the registered domestic partner of the employee.
- W. This Article shall be considered to be the policy of the Board of Trustees and these provisions are expressions of policy on leaves of any duration for any illness, accident, or any other reason. No bargaining unit member may utilize or be granted any leave of absence under the provisions of this Agreement except for the exact causes and pursuant to the procedures set forth in this Article.
- X. The District agrees to abide by all state and federal laws under the Family and Medical Leave Act of 1993 (FMLA), 29 U.S.C. Section 2601 et seq., in conjunction with the leaves section under this Article.

ARTICLE VII CLASS SIZE

- A. The District shall work toward the desirable District-wide maximums as delineated below. By the end of the fifth week of instruction, the District shall provide class enrollment information to the Association.
1. If the desirable class maximums are exceeded in an unassisted classroom, a committee appointed by the Association shall meet with the Superintendent and site administrator to attempt to resolve the problem. If no agreement is reached, the committee may make a recommendation to the Board of Trustees who shall study the recommendation and make a final decision not later than the first regular meeting following the meeting at which the recommendation was made.
 2. For the purpose of this section, regular classroom means all classes excluding the following: Band, and Choir.
- B. The District shall make every reasonable effort to maintain the following school-site average class enrollment goals:
1. Grade Level:
K-3 GSA + 2
4-8 31
9-12 31
 2. K-3 average class size will remain at GSA+2 as long as the grade span adjustment funding is available; otherwise, class size reverts to 29 for K and 27 for grades 1-3.
 3. Effective with the 2022-23 school year, TK class size will be a maximum student-adult ratio of 12:1 and a maximum classroom enrollment of 24 students.
 4. In the areas of Science, Industrial Arts, Drafting, Vocational Shops, Agricultural Science and Homemaking, the number of students shall not exceed the number of work stations. Any disputes over the number of work stations in a classroom or shop shall be decided pursuant to Paragraphs A.1 and A.2 of this Article.

5. The school site class size average for grades 7-12 P.E. classes will not exceed 45.
 6. The high school day will not exceed seven periods (six teaching periods and one prep period). The junior high school day will not exceed seven periods (six teaching periods and one prep period).
- C. The K-3 school site average class enrollment applies to the following schools:
- Browning Road School
 - Kern Avenue Elementary
 - Horizon Elementary School
- D. The Association agrees to meet with the District upon request to discuss an adjustment to K-3 school site averages if it becomes necessary for the District to remain qualified to receive the Grade Span Adjustment ("GSA") grant under the Local Control Funding Formula.
- E. If an employee's RSP caseload is over 28 for 25 days, the District will meet with the Association within 5 days to discuss possible remedies/solutions.

ARTICLE VIII PERSONNEL FILES

- A. Information relevant to a bargaining unit member's employment relationship shall be maintained in the bargaining unit member's personnel file.
1. Contents of the personnel file shall be kept in the strictest confidence in keeping with the appropriate provisions of the California Education and Government Codes.
 2. A bargaining unit member, or a representative authorized in writing by the bargaining unit member, shall have the right to review the bargaining unit member's personnel file subject to the following provisions:
 - a. A bargaining unit member shall be allowed, upon request, to inspect his/her personnel file, provided that the request and the inspection of the file are made at a time when the bargaining unit member is not actually required to render services to the Employer.
 - b. Ratings, reports or records: (1) which were obtained prior to the employment of the bargaining unit member, (2) which were prepared by identifiable examination committee members, or (3) which are obtained in connection with a promotional examination are specifically excluded from review by the bargaining unit member.
 3. Information of a derogatory nature, except items set forth in Paragraph A.2.b., or as set forth in a written performance evaluation or related documents, shall not be entered or filed in the bargaining unit member's personnel file unless and until the bargaining unit member is notified, and is given an opportunity to review and attach a response to the material. Such review shall take place during normal business hours, and the bargaining unit member shall be released from duty for this purpose without salary reduction.

ARTICLE IX

CERTIFICATED EMPLOYEE EVALUATION PROCEDURES

- A. These provisions constitute the procedures to be utilized for the evaluation of bargaining unit members as set forth in the Education Code, commonly referred to as the "Stull Bill." Neither party waives any statutory right, protection, or grant of authority by agreeing to these procedures. A copy of the Certificated Evaluation Forms are attached as Appendices E through E-2.
1. The Board of Trustees shall establish standards of expected student achievement at each grade level in each area of study.
 2. The evaluation shall be an evaluation and assessment of the performance of the bargaining unit member as it reasonably relates to the following:
 - a. The progress of students toward the Board of Trustees' established standards as set forth in the bargaining unit member's instructional goals and objectives for each school year.
 - b. The performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as prescribed by the Board of Trustees.
 - c. The establishment and maintenance of a suitable learning environment within the scope of the bargaining unit member's responsibility.
 3. Evaluations shall be made on a continuing basis at least once each school year for probationary employees.
 4. Evaluations shall be made on a continuing basis at least every other school year for permanent employees up to 10 years of service. Evaluations may be extended to once every five (5) years for personnel with permanent status who have been employed at least ten (10) years with the District (per Education Code Section 44664), are highly qualified as defined in 20 U.S.C. Section 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

5. Evaluations shall be conducted by non-unit management and/or supervisory employees. Normally, the site administrator(s) shall conduct the evaluation process.
 6. Evaluation and assessment of a bargaining unit member's competence pursuant to this Article shall not include the use of publisher's norms established by standardized tests.
- B. Prior to the initial evaluation process, the bargaining unit member and evaluator shall meet to discuss the evaluation procedures.
 - C. During the evaluation process leading to the initial written evaluation for the school year, there shall be at least one 20-minute scheduled first-hand observation by the evaluator, prior to the winter recess.
 - D. At any time the Principal determines that the bargaining unit member is not performing satisfactorily in the areas specified in Paragraphs A.1 and A.2.a-c, the Principal shall notify the employee in writing of such fact and describe such unsatisfactory performance. The evaluator shall make recommendations as to areas of improvement in the employee's performance.
 - E. In the written evaluation, the evaluator shall cite specific qualities, abilities, and deficiencies.
 - F. In the event the written evaluation indicates that a bargaining unit member is not performing satisfactorily in any area specified in Paragraphs A.1 and A.2.a-c, the Principal shall describe the areas of unsatisfactory performance either in the evaluation or in a separate document.
 1. The Principal shall thereafter confer with the bargaining unit member and make specific recommendations as to areas of improvement in the bargaining unit member's performance and attempt to assist in the improvement of such performance. A bargaining unit member may be transferred in an attempt to improve an unsatisfactory performance evaluation. Such a transfer is not, of itself, a disciplinary action.
 2. The Principal shall provide, and the bargaining unit member shall request, further continued periodic observations and conferences.

3. If subsequent remedial actions on the part of the bargaining unit member modify his/her performance and identified deficiencies to the satisfaction of the Principal, sufficiently to indicate that the unsatisfactory performance has been eliminated, a notification to that effect shall be attached to the evaluation.
- G. Prior to placing the written evaluation(s) in the bargaining unit member's file, the bargaining unit member and evaluator shall review the written evaluation.
1. Following the review, the bargaining unit member shall sign the evaluation to indicate that it has been reviewed and that the bargaining unit member has received a copy. The bargaining unit member's signature shall not necessarily signify agreement with the evaluation.
 2. A bargaining unit member may initiate a written response to the evaluation within ten (10) days of the review. Such response shall become a permanent attachment to the evaluation in the bargaining unit member's personnel file.
- H. Complaints
1. Any complaint relative to a bargaining unit member's instructional performance from a person other than the evaluator shall be in writing and signed by the complainant. The bargaining unit member shall be notified of the complaint, notified of the pending placement in the personnel file, furnished a copy of the complaint, and allowed to file a response.
 2. Upon discussions with the Superintendent, complaints or charges that have been proved to be false and unsubstantiated shall be removed from the personnel file.

ARTICLE X TRANSFERS/VACANCIES

Notice of Vacant Position

- A. A position may become vacant upon the transfer, reassignment, resignation or retirement or death of an employee, when growth in enrollment causes the creation of a new position, or when a shift in student population creates the need to move teachers either into or out of a school in order to accommodate the needs of the students. The District will determine when a vacant position will be filled by reassignment, transfer or by the employment of new personnel.
- B. When the District elects to fill a vacant position, it shall:
 - 1. Determine the qualifications for the vacant position.
 - 2. Prepare a notice which specifies:
 - a. Position description and location;
 - b. Grade level and/or subject matter;
 - c. Credential requirement;
 - d. Qualifications for the position (including the District's Affirmative Action Policy, Title IX considerations or requirements, or state or federal agency mandates); and
 - e. The closing date for applications.
 - f. E-mail the draft notice to the MTA president and vice-president one (1) day prior to posting the notice. For the purpose of this Article, a "day" is defined as a day the District Office is open for business.
 - 3. Post the notice for a period of five days on the District website with concurrent electronic notification to all bargaining unit members.
 - 4. Employees who possess the stated requirements and qualifications as of the closing date for applications may apply for consideration.
 - a. Bargaining unit members must provide a Letter of Interest for a posted position in writing or by e-mail to the Human Resources Department prior to the end of the posting period.

- b. Bargaining unit members who meet the stated requirements and qualifications of the posting shall be guaranteed an interview.
- 5. The District shall notify the MTA president of the number of applicants for the position who meet the posted requirements and qualifications within seven (7) days of the closing of the posting period.
- 6. The District shall notify applicants in writing or by e-mail when the position has been filled.
- 7. An employee who is reassigned or transfers, either voluntarily or involuntarily, will be allowed, at their option, either two paid days of release time or two additional paid workdays to prepare for the new assignment.
- 8. If an employee is not reassigned or transferred, but is required to change classrooms with the same school, they will receive one (1) paid workday.

Transfer and Reassignment

- C. Transfer means, "movement from one school to another school" as set forth in Education Code Section 35035. Reassignment means a shift of assignment between grade levels or subject matter departments at the same school. All requests for transfers and reassignments shall be considered based on an assessment of the applicant's training and/or experience, performance in current and/or past assigned duties, and the effect on the educational program at the school where the applicant is currently assigned.
 - 1. When two or more employee applicants equally satisfy the posted criteria, when no outside applicant better satisfies the posted criteria, then the qualified employee with the longest service to the District shall be appointed to fill the position.
 - a. A position that is filled by a new hire following the start of the student school year will be considered a vacant position for the subsequent student year and will be filled in accordance with the provisions of this Article if the position exists in the subsequent school year.
 - 2. If an employee's request for transfer or reassignment is denied, the employee, upon request, shall be given the reason(s) for the denial in writing.
 - 3. When a transfer or reassignment is made, the District will provide assistance in moving teaching supplies to the new assignment.

Involuntary Transfer and Reassignment

- D. An employee may be transferred or reassigned involuntarily, provided the new assignment falls within the scope of the employee's teaching certificate. The District will determine when involuntary transfers or reassignments are necessary.
1. Reasons for involuntary transfers or reassignments include, but are not limited to:
 - a. No applications were received for a posted vacant position;
 - b. No applications that met the posted requirements and qualifications were received;
 - c. Reductions in overall staff level due to decreasing enrollment at school site;
 - d. Identifiable changes in the school's educational program;
 - e. Proposed District-wide layoffs;
 - f. The District's Affirmative Action policy, Title IX considerations or requirements, or State or Federal agency mandates; and
 - g. Incompatibility with staff, students and/or members of the public.
 2. When two or more employees at a school site who may be subject to an involuntary transfer or reassignment would equally satisfy the needs of the District, the employee with the least service to the District shall be transferred. If a bargaining unit member has been transferred or reassigned in the past two years, the person with the second least service to the District will be transferred. If a transfer or reassignment is necessary due to grade level enrollment fluctuations, a bargaining unit member may be transferred for no more than two consecutive years.
 3. An employee who is to be transferred or reassigned involuntarily shall receive written notice by May 31st or the last day of instruction including the reason(s) for the transferred assignment. Exceptions may be made if the need arises after the deadline. The employee and their representative may

request a meeting with District administration to discuss the transfer or reassignment.

4. When an involuntary transfer or reassignment is made, the District will provide assistance in moving teaching supplies to the new assignment.
5. Performance Renewal: A teacher may be transferred or reassigned no more than once every two years in order to provide a reasonable opportunity for improvement of performance. Reassignment for this reason will be preceded by evaluations, conferences, and assistance in compliance with appropriate provisions of the Article on Evaluation Procedures. The District will provide the Association with a list of possible assistance plan options. It is understood that the list will not be exhaustive.

ARTICLE XI SUMMER SCHOOL ASSIGNMENTS

Establishment of Vacant Summer School Assignments

- A. In all cases, the District shall determine if a vacant summer school assignment within the bargaining unit exists, and if and when such assignment(s) will be filled in order to meet the needs of the educational programs.
1. The District shall establish qualifications and criteria for filling any summer school assignment.
 2. Any qualified person may apply to fill a summer school assignment which has been posted.
 3. Summer school assignments are on a summer session to summer session basis and do not guarantee a bargaining unit member a summer school assignment the following year.
 4. Bargaining unit members will only be eligible to hold one summer school assignment. If all available summer school assignments are not filled by the designated deadline(s), bargaining unit members may apply for any unassigned additional summer school assignments.

Notice of Vacant Summer School Assignments

- B. Upon the determination that a summer school assignment exists and is to be filled, a notice shall be posted as follows: During the regular school year, notices shall be posted for a period of ten (10) workdays at the District office, each school site and all staff lounges. During periods when school is not in session, notices shall be posted at the District office and each school site which is open. Notices shall state the summer school assignment, the subject to be taught, location and the required qualifications of applicant.

Application Procedures

- C. All bargaining unit members shall file a letter of interest for a summer school assignment at the District office.
1. A bargaining unit member must reapply annually.

2. A bargaining unit member must apply for any posted summer school assignment within ten (10) workdays of the posting of the notice.
3. Bargaining unit members shall be considered for a summer school assignment prior to the hiring of any outside applicant.
4. Bargaining unit members may apply for one or all positions.

Summer School Assignments

- D. All summer school assignments shall be filled based upon the needs of the educational program. The following general criteria shall be included in the consideration of the applications.
 1. Current bargaining unit members with clear credentials.
 2. The educational program at the school where the summer school assignment exists.
 3. Assessments of the bargaining unit member's performance in current and/or past assigned duties.
 4. Hold only one summer school assignment.
 5. The bargaining unit member's length of service to the District.
 6. Summer school assignments will be rotated as equally as it is practicable among all bargaining unit members who apply and have clear credential.
 7. If there is a shortage of fully credentialed teachers then the District may consider an emergency credentialed candidate.
- E. After the decision has been made by the District as to which applicants, if any, meet the posted qualifications and criteria, the Superintendent or designee shall fill all summer school assignments.
- F. If a bargaining unit member is denied a position, the District shall provide upon written request, a written statement of the reasons for the denial.

- G. Future employment in summer school programs will be based on successful performance as demonstrated through the evaluation procedures of the respective programs.
- H. A communication regarding summer school positions and personnel selected to fill those positions will be given to the Association President or a person designated by the President for review before the list is presented to the school board for approval.

ARTICLE XII

RIGHTS OF EXCLUSIVE REPRESENTATIVE

- A. The Exclusive Representative shall have the right, without charge, to use designated bulletin boards, mailboxes and meeting rooms at reasonable times.
 - 1. The approval of the Superintendent or designee shall be required for the use of school facilities. Approval shall not be unreasonably withheld.
 - 2. The President of the Exclusive Representative, or other person designated in writing, in advance by the organization, shall make all requests for the use of facilities.
- B. Officers, agents, or representatives of the Exclusive Representative shall have access to bargaining unit members at times which do not interfere with the efficient operation of the District, or employee performance as determined by the immediate supervisor, subject to the approval of the Superintendent or designee. Non-employees, agents or representatives shall check in with the site or area supervisor prior to contacting any employee.
- C. The District shall furnish the Exclusive Representative with a copy of public documents in its possession which reasonably relate to negotiations or the Exclusive Representative role.
 - 1. The request shall be in writing. The copy shall be provided to the Exclusive Representative within two weeks of the request.
 - 2. The Exclusive Representative shall be furnished with a copy of non-confidential agendas of the Board of Trustees and materials on the Monday immediately prior to each regular meeting of the Board of Trustees.
 - 3. Once each month, the Superintendent shall meet with the Association President or designee to discuss employer-employee relations and matters.
 - 4. The District and the Association shall establish an Employer-Employee Relations Committee ("EERC"). The EERC shall consist of five McFarland Teachers' Association site representatives and the Superintendent's cabinet.

- a. The purpose of the EERC is to discuss and attempt to resolve problems and concerns in the workplace.
 - b. The EERC shall have no authority to make decisions that would alter, modify or diminish any contractual rights provided to bargaining unit members under the certificated agreement.
5. Reasonable release time for MTA President and other leadership personnel for representation of and service to bargaining unit members will be granted upon request.

Sunshine

The District and the Association have agreed that Section D of this Article shall continue in full force and effect during the term of this Agreement unless modified by the Parties.

- D. The District shall, upon compliance by the Exclusive Representative with Public Notice Provisions of the Act, fulfill its duty to bargain over a successor agreement to this Agreement or interim salary or fringe benefits provisions as specified in this Agreement, with the Exclusive Representative.
 1. No later than the March meeting of the Board of Trustees, the Exclusive Representative shall submit its proposal for a successor agreement, or specified interim provisions.
 2. At the next regular meeting, following submission of the Exclusive Representative's initial proposal, the Board of Trustees shall hold a public hearing on the Exclusive Representative's proposal. Further, the Board of Trustees shall introduce its initial proposal in response to the Exclusive Representative's proposal.
 3. At the next regular meeting, the Board of Trustees shall hold a public hearing on its proposal.
 4. Following the public hearing, the parties shall meet at a mutually acceptable time and place, within ten workdays of a request by the Exclusive Representative to bargain. If the parties have not reached an agreement by July 15, either party may, on notice to the other, institute impasse

proceedings in accordance with the rules of the Public Employment Relations Board.

5. The Exclusive Representative shall receive reasonable release time for the purpose of negotiations.
- E. The President will receive a communication regarding new hires, resignations, assignments, reassignments prior to board approval for discussion.
 - F. The Association will be provided an opportunity to meet with unit members for up to one hour at the new hire orientation at the beginning of the school year.

ARTICLE XIII GRIEVANCE PROCEDURES

- A. A "grievance" shall mean an allegation that there has been a violation, misapplication, or misinterpretation of an express provision(s) of this Agreement.
- B. A "grievant" shall mean an employee who is a member of the bargaining unit. The Exclusive Representative may file a grievance on behalf of and with the written consent of a specifically identified grievant or grievants.
- C. A "day" shall mean a day when the District office is normally open for business.
- D. An "immediate supervisor" is the administrator having immediate supervisory responsibility over the grievant.
- E. The grievant may elect to be represented by the Exclusive Representative at all formal levels of the grievance procedure and must inform the District in writing of such election prior to the first meeting.
 - 1. The grievant, a designated bargaining unit representative, and witnesses, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative.
 - 2. A bargaining unit member may present a grievance to the Employer and have such grievance adjusted without the intervention of the Exclusive Representative.
 - a. Any adjustment shall not be inconsistent with the terms of this Agreement.
 - b. The Employer shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
 - c. At all levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of the correspondence relative to the grievance.

- F. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the original grievance.
- G. Time limits may be extended or shortened by mutual agreement of the grievant and the District. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.
- H. No reprisal will be taken by the District against grievant or participant in the grievance procedure of virtue of such participation. All written materials pertinent to a grievance, except decisions resulting from final determinations or settlement shall be filed separately from the personnel file of the grievant or any participant.
- I. Until the final disposition of the grievance takes place, the grievant shall conform to the original direction of the District. If a grievance arises at a level above the employee's immediate supervisor or school Principal, the initial filing, which shall comply with the provisions of Level One, shall be made at Level Two

Informal Level

- J. The bargaining unit member shall discuss the grievance with his/her immediate supervisor as soon as possible. The immediate supervisor shall attempt to adjust the grievance and shall respond verbally within ten days of the meeting.

Formal Level One

- K. Within ten (10) days of the occurrence of the alleged violation of the Agreement, the grievant shall present the grievance in writing to the immediate supervisor.
 - 1. The grievance shall contain the following minimum information:
 - a. The grievant's name.
 - b. The date of the filing.
 - c. The date of the alleged violation.

- d. The specific article(s) or section(s) violated.
 - e. A brief description of the alleged violation.
 - f. A brief synopsis of the informal conference.
 - g. The specific relief requested.
- 2. Grievances not containing the required information shall be rejected as being improperly filed.
 - 3. The grievant may request a conference with the immediate supervisor. The conference shall be held within ten workdays of the request.
 - 4. Within ten workdays of receipt of the grievance by the supervisor or within ten workdays of the formal conference, if one is requested, the supervisor shall communicate a decision to the grievant in writing.

Formal Level Two

- L. In the event the grievance is denied at Level One, a written appeal to the Superintendent or designated representative shall be filed within ten days of the issuance of the Level One denial or the deadline for the Level One decision.
 - 1. The appeal shall contain all materials utilized in the prior levels, including decisions rendered, if any, and a specific and concise statement of the reason for the appeal.
 - 2. The Superintendent or designated representative shall meet with the grievant and the representative within ten days of receipt of the appeal.
 - 3. Within ten workdays of the conference a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the time limit, the grievant may proceed to Level Three.

Formal Level Three Mediation

- M. Either party may request the services of a mediator from the California State Conciliation Service within ten (10) work days following written notice from the grievant(s) that they are not satisfied with the decision at Level Two.

- a. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
- b. The conciliator shall not issue any public statements of fact or opinion on the issue.
- c. Conciliation or settlement positions of either party shall not be introduced into any other grievance level.
- d. Only by mutual written agreement of the parties may this step in the grievance procedure be bypassed.

Formal Level Four Arbitration

- N. If the grievance is denied at Formal Level Three, the Exclusive Representative shall within ten days of the issuance of the decision at Level Three or the deadline within which such decision was to be made, submit the issue to arbitration under the Voluntary Labor Arbitrations Rules of the American Arbitration Association.
 - 1. The Exclusive Representative shall control its participation and financial responsibility to bargaining unit members for utilizing the arbitration process through internal procedures.
 - 2. The election of either an appeal to the Board of Trustees or binding arbitration shall automatically foreclose and preclude the election or utilization of any other option or remedy.
 - 3. Before resorting to binding arbitration, the exclusive representative and the grievant shall meet and confer with the Superintendent or designated representative.
- O. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as she/he judges to be proper. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon the parties. If any question arises as to the arbitrability

of the grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear merits of the grievance.

- P. Costs for the service of the arbitrator, including, but not limited to, the arbitrator's fee, per diem expenses, travel, reasonable subsistence expenses and the cost of any hearing room and court reporter, if any, shall be borne equally by the District and the Exclusive Representative. All other costs shall be borne by the party incurring them.

ARTICLE XIV LOTTERY

- A. A certificated bargaining unit member's Lottery Account shall be established by the District. One-third of each lottery allocation received by the District will be deposited in a special account. Each certificated bargaining unit member shall be allocated an equal amount from this account to be used for the purchase of classroom instructional materials, supplies, equipment and for the support of other classroom activities such as field trips. An \$800 amount each year will be the maximum dollar amount allotted to each certificated bargaining unit member to be used pursuant to the provisions of this Article during the fiscal year.
- B. If a certificated bargaining unit member should transfer to another certificated bargaining unit member position, his/her lottery account will stay with him/her.
- C. If a certificated bargaining unit member leaves the services of the District, his/her lottery account balance will be redistributed as equally as it is possible among the remaining certificated bargaining unit members at the time of the next regular allocation of lottery funds.
- D. Two-thirds of all lottery funds received by the District during the fiscal year will be deposited the District's lottery discretionary account to be allocated by the District.
- E. It is agreed and understood between the parties to this Agreement, that all lottery funds received by the State Department of Education will be used for the direct benefit of District students and their instructional environment.

ARTICLE XV
PEER REVIEW/PEER ASSISTANCE
[ARCHIVED]

It is the intent of the District and the Association to establish a teacher Peer Review and Peer Assistance Program to allow exemplary teachers to assist teachers in need of development in subject matter knowledge or teaching strategies or both. The District and the Association believe it is imperative that the District's teachers provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the implementation and operation of a program in order to improve the quality of instruction of the children of the District.

The District shall implement the Peer Review and Peer Assistance Program (the Program) as follows:

A. Joint Panel

1. Time to Convene. No later than September 30 of each school year, the District shall convene the Joint Teacher-Administrator Peer Review Panel (the Panel).
2. Panel Composition and Selection. The Panel shall consist of five (5) members. Three (3) members shall be certificated classroom teachers who shall be selected to serve on the Panel by the McFarland Teachers' Association Executive Board. Each of the three grade levels (elementary, middle school and high school) will be represented on the Joint Panel. Two (2) members of the Panel shall be certificated administrators who shall be selected to serve on the Panel by the Superintendent or his designee each September. The term of panel membership for the certificated staff shall be two years. At the end of the first two years, after implementation of the program, a different selection process for the certificated positions may be reviewed and changed. The first year of the program shall be considered as an implementation year and not be included in the first two-year panel term.
 - a. If a member of the Panel leaves prior to the completion of the school year, the vacant position shall be filled for the remainder of the year in the same manner by which the departed member was originally selected or designated.

- b. The Panel members shall select one of the members to serve as chairperson for the purpose of facilitating meetings and keeping records.
- 3. Panel Meetings and Compensation. The Panel shall meet as it deems necessary to perform its functions. In order to hold an official meeting, at least three of the panel members must be present. At least two members elected by the Association and at least one member appointed by the Administration must be present before action may be voted upon. The District shall provide a meeting room for such purposes. No more than one meeting shall occur during the regular teacher workday of the teacher members in any one month. Teachers who serve on the Panel shall be given reasonable release time for that purpose. Additional meetings shall occur outside the regular teacher workday, or during times set aside for the performance of adjunct duties. Teacher members will receive a stipend of \$1,000 per year for their participation. This compensation shall be prorated for Panel members who do not serve the entire term.
- 4. Panel Responsibilities. The Panel shall be responsible for the following:
 - a. Solicit and review application for appointment as a Consulting Teacher.
 - b. Select faculty members to participate in the Program as Consulting Teachers.
 - (1) Consulting Teachers must be chosen by a majority vote of the Panel and approved by the Governing Board.
 - (2) The Panel shall require that one or more Panel members observe Consulting Teacher candidates performing instruction in their classrooms prior to their selection. Observations will be arranged with the site administrator and the candidates. The Panel may establish additional procedures for selecting Consulting Teachers, which shall be made known in advance to all candidates. The number of Consulting Teachers shall be consistent with the funding received by the district from the state for the program and within the District's adopted budget.

5. Identify recommend or refer faculty members to participate in the Program.
6. Review Peer Review Reports prepared by Consulting Teachers.
7. Make recommendations to the Governing Board regarding participating teachers, including informing the Governing Board of the names of participating teachers who the Joint Panel determines have not demonstrated "satisfactory improvement" after receiving "sustained assistance" from a Consulting Teacher. All recommendations pursuant to this provision shall be made to the Governing Board not later than 30 days after the receipt of the final report from a Consulting Teacher.
8. Annually review and evaluate the impact of the Program in order to improve the Program. The review and evaluation may include interviews or surveys of program participants.
9. Submit recommendations to the Governing Board regarding improvements to the Program.
10. Adopt appropriate procedures for the Panel's operation, consistent with this Article and the underlying statutory provisions.
11. Provide appropriate training opportunities for Consulting Teachers.
12. Guide and assist Consulting Teachers in:
 - a. The development of performance goals for Participating Teachers determining appropriate observation scheduling and practices; establishing and maintaining a cooperative relationship with a Participating Teacher's Principal;
 - b. Assessing staff development activities that may assist in improving a Participating Teacher's skills and knowledge; and
 - c. Writing peer review reports.
13. Provide appropriate training opportunities for Joint Panel members in areas related to the Panel's statutory responsibility.

14. At the end of each school year, the Joint Panel shall forward all documents and records relating to an employee's participation in the Program to the District Office for filing as provided in Section IV. D.
15. Prepare, recommend to the Board for approval, and administer a budget of monies received as a result of the District's participation in the Program.
16. Participate in revisions of the evaluation instrument, as necessary
17. Confidentiality. All materials related to evaluations, reports and other personnel matters, which are created or reviewed by the Panel pursuant to the Program, shall be strictly confidential. Therefore, Panel members may not disclose such information obtained by way of the Program or in the peer review process with the following exceptions:
 - a. Pursuant to Education Code Sections 44500(b)(7) and 44662(d), the Joint Panel's final report regarding the results of an Involuntary Participating Teacher's participation in the program (including responses, if any) shall be made available in the personnel file for consideration as part of the evaluation and assessment of employee performance.
 - b. Materials shall be disclosed in response to a valid subpoena or court order.
18. Non-Management/Supervisory Status. Functions performed by teacher Panel members pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

B. Participating Teachers

1. Involuntary Participation. A teacher shall be referred involuntarily to the Program as the result of an unsatisfactory performance evaluation. An unsatisfactory performance evaluation shall be deemed to have occurred when the teacher's evaluating administrator has checked "unsatisfactory" for Standards I through V on the final report of the new evaluation report. Once referred, the teacher may not withdraw from the program without the recommendation of the Panel by consensus in consultation with the site administrator. Consensus shall mean all ten members agree the Participating Teacher may withdraw from the program.

- a. An unsatisfactory performance evaluation for Standards I through V shall be deemed to have occurred when the teacher's evaluating administrator has checked "unsatisfactory" for at least fifty percent (50%) of the sub-items in any Standard's category.
 - b. A teacher's evaluating administrator may check "unsatisfactory" for any item on the evaluation report when in the administrator's judgment the teacher has not met the District's standards for that area.
 - c. The site administrator will review the evaluation form and answer questions regarding the areas to be evaluated at one of the first staff meetings of the school year. This information will be conveyed at the new teacher in-service.
2. Voluntary Participation. Any classroom teacher with permanent status, who has not been involuntarily referred, may volunteer to participate in the program for the purpose of obtaining peer assistance to improve performance. A voluntary participant may withdraw from the program at any time. A voluntary participant will not receive a performance review, final report, or report to the Joint Panel from the Consulting Teacher unless the participant so requests. Voluntary participants will be accepted into the Program subject to available funding after all involuntary participants have been included. Teachers who request assistance under the program and who are denied shall be given written reasons for the denial by the Panel.
3. Selection of Consulting Teacher. A Participating Teacher may select his or her Consulting Teacher from the list of Consulting Teachers provided by the Panel and approved by the Participating Teacher's site administrator. A different Consulting Teacher may be selected to work with a Participating Teacher at any time during the process when requested by the Participating Teacher or the Consulting Teacher and approved by the Panel. The Panel will limit the number of Participating Teachers assigned to the same Consulting Teacher to assure the effectiveness of the assignments.
4. Confidentiality for Voluntary Participants. Communications between a Voluntary Participant and the Consulting Teacher concerning participation in the Program shall remain confidential.

5. Association Representation. A Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

C. Consulting Teachers

1. Consulting teacher will be trained by the district before starting the consulting teacher position.
2. Qualifications. A Consulting Teacher must (a) be a credentialed classroom teacher with permanent status, (b) have substantial recent experience in classroom instruction which shall be not less than five (5) years in the last seven (7), unless waived by the Panel, and (c) have demonstrated exemplary teaching ability, including satisfactory evaluations for the last three (3) rating periods, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies to meet the needs of pupils in different contexts.
3. Application. Candidates for Consulting Teacher shall apply to the Panel for selection. Applicants shall submit letters of recommendation from at least one site administrator and one permanent classroom teacher in the District. The Panel will consult in confidence with the applicant's site administrator concerning the experience required by this Article. The Panel will determine from its review of applications which candidates to interview. One or more Panel members will arrange with the applicant and site administrator to observe the applicant's instructional performance in the classroom. All applications and references shall be treated with confidentiality.
4. Term of Assignment. A Consulting Teacher shall be appointed for and agree to accept a two-year term, subject to continued state funding of the Program. This term shall be non-consecutive unless an insufficient number of teachers apply for the Consulting Teacher positions. Each Consulting Teacher shall be provided reasonable release time from regular classroom duties on a full- or part-time basis, depending on need and funding for the Program. Consulting Teachers shall continue to perform adjunct duties and committee assignments. If the performance of the Consulting Teacher is found to be unsatisfactory at the annual performance review by the Joint Panel, the Joint Panel may remove the Consulting Teacher from his/her role at that time. The decision to remove a Consulting Teacher will be made by

consensus of the Joint Panel. Consensus shall mean all five members agree the Participating Teacher may withdraw from the program.

5. Compensation. The Consulting Teacher shall be paid a stipend in the amount of \$1,350 per teacher (not to exceed three teachers). Depending on available funding, money for materials, conferences, release time, etc., will be made available to the Consulting Teacher.
6. Extent of Duties. Consulting Teachers shall have the responsibility for no more than three (3) Participating Teachers in one school year. Each referred Participating Teacher shall receive no fewer than ten (10) hours of assistance per semester from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferring, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
7. Review Under Program Not Formal Evaluation. The assistance and review provided by a Consulting Teacher under this program shall not be deemed a formal evaluation of the Participating Teacher as set forth in Article IX of the agreement and Education Code Section 44660 et seq. The assistance and review provided by the Consulting Teacher shall focus on the specific areas rated as unsatisfactory in the performance evaluation which resulted in the referral to the program.
8. Non-Management/Supervisory Status. Functions performed by Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

D. Peer Assistance and Review Process

1. Preparation of Assistance Plan (Involuntary Participants). As soon as possible after referral and assignment, the Consulting Teacher, Participating Teacher and site administrator will meet to review the Participating Teacher's performance and recommendations for improvement. The Consulting Teacher will then prepare an Assistance Plan, which will include goals and objectives for improvement and a projected date for completion, which will ordinarily be at the end of the next school year. The Assistance Plan will be submitted to the Panel for final development an approval.

2. Classroom Observations. The Assistance Plan will include a schedule of formal and informal observations of the Participating Teacher by the Consulting Teacher. These observations will be in addition to any that are performed as part of the Evaluation Article in this Agreement.
3. Progress Reports. Every three months the Consulting Teacher will prepare and discuss separately with the Panel and the Participating Teacher periodic reports of the Participating Teacher's participation in the program and progress toward improvement. The Consulting Teacher's report shall include an assessment as to the teacher's progress, including as assessment as to whether the Assistance Plan may be discontinued, whether the Plan needs revision, or whether the Plan needs to be extended beyond its original projected term. The report shall include the written response, if any, of the Participating Teacher.
4. Final Report. No later than April 12, or at a later date if specified in the Assistance Plan, the Consulting Teacher shall make a final report to the Panel, the Participating Teacher, and, if the Participating Teacher has been assigned to the Program involuntarily, to the site administrator who served as evaluator. A copy of the final report will be included in the Participating Teacher's personnel file after he/she has had an opportunity to review and comment on it. The Final Report shall not constitute the District's evaluation of the employee's performance; but, in the case of a Participating Teacher who has been assigned to the program involuntarily, shall be considered by the site administrator in preparing any evaluation document or proposing any personnel action. In the case of a voluntary participant, the Final Report shall be considered by the site administrator in preparing an evaluation document or proposing any personnel action only at the Participating Teacher's request.

E. Miscellaneous Provisions

1. Continuing Discussion. The District and the Association agree to continue discussions on the subject of providing services under this program to permanent teachers who volunteer.
2. Reopening this Article. The parties agree that this Article shall be reopened if either Education Code Section 44500 et seq. or the state's implementation guidelines or the regulations are modified in any manner that adversely

impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement. Finally, the parties agree that reopening this Article does not open the remainder of the Collective Bargaining Agreement.

- F. Termination of This Article. If State funding for the program is eliminated, this Article shall expire and have no force or effect without the need for further action by either the Association or the District. The District shall notify the Association in writing that the program funding has been eliminated.
- G. No Modification of Education Code Rights. Nothing in this Article shall modify in any manner the rights of the District provided under the Education Code to issue notices of unsatisfactory performance and/or unprofessional conduct or to the process to terminate certificated employees, or to employ, classify, retain, non-reelect, evaluate certificated employees.
- H. No Modification of Due Process Rights. The Peer Assistance and Peer Review Program shall be implemented in a manner which guarantees the due process rights of all participants, including those guaranteed by the Education Code.
- I. Indemnity. "As provided by Education Code Section 44503 (d), any certificated bargaining unit member who is a Joint Panel member or a Consulting Teacher or who was directly involved in the negotiation and acceptance of the PAR program on behalf of the Exclusive Representative shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. Pursuant to the terms of the District's liability insurance policy, the employee shall be indemnified and held harmless against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from participation in the PAR program."

ARTICLE XVI MEMBERSHIP DUES

Membership Dues or Fees and Payroll Deductions

- A. Any bargaining unit member who is a member of the McFarland Teachers Association (MTA), or who has applied for membership, may sign and deliver to the Exclusive Representative an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Exclusive Representative. Pursuant to such authorization and as confirmed in a written notification from the Exclusive Representative, the District shall deduct one-tenth of such dues from the regular salary warrant of the teacher each month for ten months. Deductions for bargaining 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.
- B. Withdrawal from the Exclusive Representative will be in accordance with the Exclusive Representative's bylaws and requirements. A bargaining unit member shall direct any inquiries regarding withdrawal from membership to the Exclusive Representative. The Exclusive Representative is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit employee.
- C. Exclusive Representative agrees to furnish any information needed by the District to fulfill its contractual obligations under the provisions of this Article.
- D. Exclusive Representative agrees to pay to the District all legal fees and legal cost incurred by the District in defending against any court actions and/or administrative action before the Public Employment Relations Board concerning the Membership Dues provisions of this Agreement or implementation thereof provided that Exclusive Representative shall have the exclusive right to decide and to determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- E. Exclusive Representative shall indemnify and hold harmless the District, its officers, agents and employees from any award or compromise of damages or liability arising out of any court action and/or administrative action before the Public Employment Relations Board concerning the Membership dues provisions of this Agreement (or their implementation), provided that Exclusive Representative shall have the exclusive right to decide and to determine whether any such action or

proceeding referred to shall be compromised, resisted, defended, tried or appealed.

ARTICLE XVII
SAFETY CONDITIONS OF EMPLOYMENT

- A. Bargaining unit members shall report any unsafe or unhealthy conditions directly to their immediate supervisor.
- B. Bargaining unit members shall immediately report any assaults in connection with his or her employment to the immediate supervisor.
- C. The school site council, or if designated by the school site council, a school safety planning committee, at each school is required under the Education Code to write and develop a comprehensive school safety plan relevant to the needs and resources of that particular school.
- D. When a teacher suspends a pupil from a class for the day of the suspension and the following day for any of the acts enumerated in Education Code Section 48900:
 - 1. The teacher shall immediately report the suspension to the principal or designee and send the pupil to the principal or designee for appropriate action.
 - 2. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.
 - 3. Whenever practicable, a school counselor or a school psychologist shall attend the conference.
 - 4. A school administrator shall attend the conference if the teacher or parent or guardian requests.
 - 5. The pupil shall not be returned to the class from which he or she was suspended or placed in another regular class, during the period of suspension, without the concurrence of the teacher of the class and the principal or designee.

ARTICLE XVIII CONCLUSION

Completion of Negotiations

- A. This Agreement and any Appendix or Addendum attached hereto represents the complete Collective Bargaining Agreement by the parties with respect to the mandatory subjects of bargaining enumerated in the Act which shall prevail during the term of this Agreement. Any matter or subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the term of this Agreement.
1. The Exclusive Representative understands and agrees that as to all matters not covered by this Agreement, there shall be no obligation on the part of the Employer to meet and/or negotiate during the term of this Agreement.
 2. The limitations contained in Paragraphs A and A.1 above may be waived by mutual agreement of the parties. This paragraph constitutes the sole method by which the parties may waive the closure provisions indicated above.

Past Practices

- B. The specific provisions of this Agreement shall prevail over any past practices or procedures of the Employer.
1. Prior to ratification of this Agreement, any past practice or procedure of the Employer was discretionary on the part of the Employer, subject to Board policy or a previous contractual provision. In the absence of a specific provision in this Agreement, any past practice or procedure is agreed to continue to be discretionary on the part of the Employer.
 2. When references are made to statutes (e.g., Education Code), the references are informational only and do not subject the provisions of those statutes to the grievance process of this Agreement.

Management-Retained Rights

- C. It is agreed and understood that the District retains the rights, powers, prerogatives, privileges, duties, and authority vested in it by state and federal laws and regulations and District policies to manage, control, and direct the operations and affairs of the District. For purposes of illustration only, and not for purposes of

limitation, these rights include, without limiting the generality of the foregoing, the rights to:

1. The executive management, organization, and administrative control of the District, its properties, and facilities;
 2. Determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
 3. Direct the work of its employees and bargaining unit members;
 4. Hire all employees and bargaining unit members, determine their qualifications and the conditions for their continued employment, and discipline, dismiss, demote, promote, assign, and transfer all such employees and bargaining unit members;
 5. Establish educational policies, goals, and objectives;
 6. Ensure rights and educational opportunities of students;
 7. Establish budget procedures and determine budgetary allocations; and
 8. Determine methods of raising revenue.
- D. The exercise of the foregoing rights, powers, prerogatives, privileges, duties, and authority by the Board of Trustees, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific terms of this Agreement.

Severability

- E. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect. If an agency with jurisdiction (e.g., STRS) invalidates any portion of the Agreement, the parties, upon compliance with the public notice provisions of the Act, agree to bargain over the impact of the severed provision.

Duration and Agreement

- F. This agreement shall be in full force and effect from the date of ratification by the parties to June 30, 2025, at which time the Agreement shall expire and become


null and void. For the 2023-2024 and 2024-2025 school year, the parties shall reopen Articles III and IV and each party may choose two (2) additional articles to reopen.

RATIFIED AND ACCEPTED

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the employee organization as the contracting parties, that all actions necessary for the District or employee organization to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

FOR THE DISTRICT

MC FARLAND UNIFIED
SCHOOL DISTRICT



S.A. RESENDEZ
Superintendent

FOR THE ASSOCIATION

MC FARLAND
TEACHERS ASSOCIATION



KIMBERLY WHEALY-KENNEMER
President

Dated: 4-16-24

Dated: 4-16-24

**McFarland Unified School District
2023-24 Teacher's Salary Schedule (184 Days)
Effective 7/01/23 (4% Increase)**

APPENDIX A

| | EMERGENCY CREDENTIAL OR WAIVER | BA AND CREDENTIAL | CREDENTIAL | CREDENTIAL | CREDENTIAL |
|------|--------------------------------------|----------------------|--------------|-------------|------------|
| STEP | I - BA | II - BA +30 | III - BA +45 | IV - BA +60 | V - BA +75 |
| 1 | 57,494 | 60,503 | 63,512 | 66,521 | 69,530 |
| 2 | 59,504 | 62,512 | 65,522 | 68,532 | 71,539 |
| 3 | 61,514 | 64,524 | 67,531 | 70,539 | 73,552 |
| 4 | | 66,534 | 69,542 | 72,551 | 75,559 |
| 5 | | 68,543 | 71,552 | 74,558 | 77,569 |
| 6 | | 70,552 | 73,562 | 76,570 | 79,579 |
| 7 | | 72,561 | 75,570 | 78,582 | 81,590 |
| 8 | | 74,572 | 77,579 | 80,588 | 83,598 |
| 9 | | | 79,592 | 82,600 | 85,609 |
| 10 | | | 81,599 | 84,609 | 87,618 |
| 11 | | | | 86,619 | 89,627 |
| 12 | | | | 88,629 | 91,638 |
| 13 | | | | 90,641 | 93,649 |
| 14 | | | | 92,647 | 95,658 |
| 15 | | | | 94,659 | 97,667 |
| 16 | | | | | 99,678 |
| 17 | | | | | 101,686 |
| 18 | | | | | 103,698 |
| 19 | | | | | 105,705 |
| 20 | | | | | 107,717 |

- 1 Bilingual Credential \$500. Second and third successful year on bilingual waiver, additional \$250 each year.
- 2 Masters: Additional \$1,250
Doctorate: Additional \$1,250
- 3 Longevity: \$1,000 after 10 years of service to the District (or component) and an additional \$500 each five years thereafter.
- 4 Credit for prior service may be granted to a maximum of 19 years with placement on Step 20.
- 5 Credit for prior service at private schools will be received when teaching has occurred at K-12 and the appropriate credential is held at that time.
- 6 Special Education Credential (LH/RSP): Additional \$500
- 7 Reading Specialist Credential: Additional \$500

APPROVALS


BOARD PRESIDENT

3/12/24
DATE

Board Approved: March 12, 2024

McFarland Unified School District
2024-25 Teacher's Salary Schedule (184 Days)
Effective 7/01/24 (1.5% Increase)

| | EMERGENCY CREDENTIAL OR WAIVER | BA AND CREDENTIAL | CREDENTIAL | CREDENTIAL | CREDENTIAL |
|------|--------------------------------------|----------------------|--------------|-------------|------------|
| STEP | I - BA | II - BA +30 | III - BA +45 | IV - BA +60 | V - BA +75 |
| 1 | 58,356 | 61,410 | 64,465 | 67,519 | 70,573 |
| 2 | 60,397 | 63,450 | 66,505 | 69,560 | 72,612 |
| 3 | 62,437 | 65,491 | 68,544 | 71,597 | 74,656 |
| 4 | | 67,532 | 70,585 | 73,639 | 76,692 |
| 5 | | 69,571 | 72,625 | 75,677 | 78,732 |
| 6 | | 71,610 | 74,666 | 77,719 | 80,773 |
| 7 | | 73,649 | 76,703 | 79,761 | 82,813 |
| 8 | | 75,691 | 78,742 | 81,797 | 84,852 |
| 9 | | | 80,786 | 83,839 | 86,893 |
| 10 | | | 82,823 | 85,878 | 88,932 |
| 11 | | | | 87,918 | 90,971 |
| 12 | | | | 89,959 | 93,013 |
| 13 | | | | 92,001 | 95,053 |
| 14 | | | | 94,037 | 97,093 |
| 15 | | | | 96,079 | 99,132 |
| 16 | | | | | 101,174 |
| 17 | | | | | 103,211 |
| 18 | | | | | 105,253 |
| 19 | | | | | 107,291 |
| 20 | | | | | 109,333 |

- 1 Bilingual Credential \$500. Second and third successful year on bilingual waiver, additional \$250 each year.
- 2 Masters: Additional \$1,250
Doctorate: Additional \$1,250
- 3 Longevity: \$1,000 after 10 years of service to the District (or component) and an additional \$500 each five years thereafter.
- 4 Credit for prior service may be granted to a maximum of 19 years with placement on Step 20.
- 5 Credit for prior service at private schools will be received when teaching has occurred at K-12 and the appropriate credential is held at that time.
- 6 Special Education Credential (LH/RSP): Additional \$500
- 7 Reading Specialist Credential: Additional \$500

APPROVALS


 BOARD PRESIDENT

3/12/24
 DATE

Board Approved: March 12, 2024


APPENDIX A-1

McFarland Unified School District
 2023-24 Teacher's Salary Schedule - Librarian Extra 5 Days (189 Days)
 Effective 7/01/23 (4% Increase)

| | EMERGENCY CREDENTIAL OR WAIVER | BA AND CREDENTIAL | CREDENTIAL | CREDENTIAL | CREDENTIAL |
|------|--------------------------------------|----------------------|--------------|-------------|------------|
| STEP | I - BA | II - BA +30 | III - BA +45 | IV - BA +60 | V - BA +75 |
| 1 | 59,056 | 62,147 | 65,238 | 68,329 | 71,420 |
| 2 | 61,121 | 64,211 | 67,303 | 70,394 | 73,483 |
| 3 | 63,186 | 66,277 | 69,366 | 72,456 | 75,551 |
| 4 | | 68,342 | 71,431 | 74,522 | 77,612 |
| 5 | | 70,405 | 73,496 | 76,584 | 79,677 |
| 6 | | 72,469 | 75,561 | 78,651 | 81,742 |
| 7 | | 74,532 | 77,623 | 80,717 | 83,807 |
| 8 | | 76,599 | 79,687 | 82,778 | 85,870 |
| 9 | | | 81,755 | 84,844 | 87,935 |
| 10 | | | 83,817 | 86,908 | 89,999 |
| 11 | | | | 88,973 | 92,062 |
| 12 | | | | 91,038 | 94,129 |
| 13 | | | | 93,104 | 96,194 |
| 14 | | | | 95,165 | 98,257 |
| 15 | | | | 97,231 | 100,321 |
| 16 | | | | | 102,387 |
| 17 | | | | | 104,449 |
| 18 | | | | | 106,515 |
| 19 | | | | | 108,578 |
| 20 | | | | | 110,644 |

- 1 Bilingual Credential \$500. Second and third successful year on bilingual waiver, additional \$250 each year.
- 2 Masters: Additional \$1,250
Doctorate: Additional \$1,250
- 3 Longevity: \$1,000 after 10 years of service to the District (or component) and an additional \$500 each five years thereafter.
- 4 Credit for prior service may be granted to a maximum of 19 years with placement on Step 20.
- 5 Credit for prior service at private schools will be received when teaching has occurred at K-12 and the appropriate credential is held at that time.
- 6 Special Education Credential (LH/RSP): Additional \$500
- 7 Reading Specialist Credential: Additional \$500

APPROVALS


 BOARD PRESIDENT

3/12/24
 DATE

Board Approved: March 12, 2024

McFarland Unified School District
2024-25 Teacher's Salary Schedule - Librarian Extra 5 Days (189 Days)
Effective 7/01/24 (1.5% Increase)

| | EMERGENCY CREDENTIAL OR WAIVER | BA AND CREDENTIAL | CREDENTIAL | CREDENTIAL | CREDENTIAL |
|------|--------------------------------------|----------------------|--------------|-------------|------------|
| STEP | I - BA | II - BA +30 | III - BA +45 | IV - BA +60 | V - BA +75 |
| 1 | 59,942 | 63,079 | 66,217 | 69,354 | 72,491 |
| 2 | 62,038 | 65,174 | 68,312 | 71,450 | 74,586 |
| 3 | 64,134 | 67,271 | 70,407 | 73,543 | 76,684 |
| 4 | | 69,367 | 72,503 | 75,640 | 78,776 |
| 5 | | 71,462 | 74,599 | 77,733 | 80,872 |
| 6 | | 73,556 | 76,695 | 79,831 | 82,968 |
| 7 | | 75,650 | 78,788 | 81,928 | 85,064 |
| 8 | | 77,748 | 80,882 | 84,019 | 87,158 |
| 9 | | | 82,981 | 86,117 | 89,254 |
| 10 | | | 85,074 | 88,211 | 91,349 |
| 11 | | | | 90,307 | 93,443 |
| 12 | | | | 92,403 | 95,541 |
| 13 | | | | 94,501 | 97,636 |
| 14 | | | | 96,592 | 99,731 |
| 15 | | | | 98,690 | 101,825 |
| 16 | | | | | 103,923 |
| 17 | | | | | 106,016 |
| 18 | | | | | 108,113 |
| 19 | | | | | 110,206 |
| 20 | | | | | 112,304 |

- 1 Bilingual Credential \$500. Second and third successful year on bilingual waiver, additional \$250 each year.
- 2 Masters: Additional \$1,250
Doctorate: Additional \$1,250
- 3 Longevity: \$1,000 after 10 years of service to the District (or component) and an additional \$500 each five years thereafter.
- 4 Credit for prior service may be granted to a maximum of 19 years with placement on Step 20.
- 5 Credit for prior service at private schools will be received when teaching has occurred at K-12 and the appropriate credential is held at that time.
- 6 Special Education Credential (LH/RSP): Additional \$500
- 7 Reading Specialist Credential: Additional \$500

APPROVALS


 BOARD PRESIDENT

3/12/24
 DATE

Board Approved: March 12, 2024

McFarland Unified School District
2023-24 Teacher's Salary Schedule - Counselors Extra 10 Days (194 Days)
Effective 7/01/23 (4% Increase)

APPENDIX A-2

| | EMERGENCY CREDENTIAL OR WAIVER | BA AND CREDENTIAL | CREDENTIAL | CREDENTIAL | CREDENTIAL |
|------|--------------------------------------|----------------------|--------------|-------------|------------|
| STEP | I - BA | II - BA +30 | III - BA +45 | IV - BA +60 | V - BA +75 |
| 1 | 64,660 | 68,044 | 71,428 | 74,812 | 78,197 |
| 2 | 66,921 | 70,303 | 73,689 | 77,073 | 80,456 |
| 3 | 69,181 | 72,566 | 75,948 | 79,331 | 82,720 |
| 4 | | 74,827 | 78,209 | 81,593 | 84,976 |
| 5 | | 77,086 | 80,470 | 83,851 | 87,237 |
| 6 | | 79,345 | 82,731 | 86,114 | 89,498 |
| 7 | | 81,604 | 84,989 | 88,376 | 91,759 |
| 8 | | 83,867 | 87,248 | 90,632 | 94,018 |
| 9 | | | 89,512 | 92,895 | 96,279 |
| 10 | | | 91,770 | 95,154 | 98,538 |
| 11 | | | | 97,415 | 100,798 |
| 12 | | | | 99,676 | 103,060 |
| 13 | | | | 101,938 | 105,321 |
| 14 | | | | 104,194 | 107,580 |
| 15 | | | | 106,457 | 109,840 |
| 16 | | | | | 112,102 |
| 17 | | | | | 114,360 |
| 18 | | | | | 116,622 |
| 19 | | | | | 118,880 |
| 20 | | | | | 121,142 |

- 1 Bilingual Credential \$500. Second and third successful year on bilingual waiver, additional \$250 each year.
- 2 Masters: Additional \$1,250
Doctorate: Additional \$1,250
- 3 Longevity: \$1,000 after 10 years of service to the District (or component) and an additional \$500 each five years thereafter.
- 4 Credit for prior service may be granted to a maximum of 19 years with placement on Step 20.
- 5 Credit for prior service at private schools will be received when teaching has occurred at K-12 and the appropriate credential is held at that time.
- 6 Special Education Credential (LH/RSP): Additional \$500
- 7 Reading Specialist Credential: Additional \$500

APPROVALS


 BOARD PRESIDENT


 DATE

Board Approved: March 12, 2024

McFarland Unified School District
2024-25 Teacher's Salary Schedule - Counselors Extra 10 Days (194 Days)
Effective 7/01/24 (1.5% Increase)

| | EMERGENCY CREDENTIAL OR WAIVER | BA AND CREDENTIAL | CREDENTIAL | CREDENTIAL | CREDENTIAL |
|------|--------------------------------------|----------------------|--------------|-------------|------------|
| STEP | I - BA | II - BA +30 | III - BA +45 | IV - BA +60 | V - BA +75 |
| 1 | 65,630 | 69,065 | 72,500 | 75,934 | 79,369 |
| 2 | 67,924 | 71,358 | 74,794 | 78,229 | 81,663 |
| 3 | 70,219 | 73,654 | 77,088 | 80,521 | 83,961 |
| 4 | | 75,949 | 79,382 | 82,817 | 86,251 |
| 5 | | 78,242 | 81,677 | 85,109 | 88,545 |
| 6 | | 80,535 | 83,972 | 87,405 | 90,840 |
| 7 | | 82,829 | 86,264 | 89,702 | 93,135 |
| 8 | | 85,125 | 88,557 | 91,992 | 95,428 |
| 9 | | | 90,855 | 94,288 | 97,723 |
| 10 | | | 93,146 | 96,581 | 100,016 |
| 11 | | | | 98,876 | 102,309 |
| 12 | | | | 101,171 | 104,606 |
| 13 | | | | 103,467 | 106,901 |
| 14 | | | | 105,757 | 109,194 |
| 15 | | | | 108,054 | 111,487 |
| 16 | | | | | 113,784 |
| 17 | | | | | 116,075 |
| 18 | | | | | 118,372 |
| 19 | | | | | 120,663 |
| 20 | | | | | 122,960 |

- 1 Bilingual Credential \$500. Second and third successful year on bilingual waiver, additional \$250 each year.
- 2 Masters: Additional \$1,250
Doctorate: Additional \$1,250
- 3 Longevity: \$1,000 after 10 years of service to the District (or component) and an additional \$500 each five years thereafter.
- 4 Credit for prior service may be granted to a maximum of 19 years with placement on Step 20.
- 5 Credit for prior service at private schools will be received when teaching has occurred at K-12 and the appropriate credential is held at that time.
- 6 Special Education Credential (LH/RSP): Additional \$500
- 7 Reading Specialist Credential: Additional \$500

APPROVALS


 BOARD PRESIDENT

3/12/24
 DATE

Board Approved: March 12, 2024

APPENDIX A-3

McFarland Unified School District
2024-25 Teacher's Salary Schedule - TOSA Extra 10 Days (194 Days)
Effective 7/01/24 (1.5% Increase)

| | EMERGENCY CREDENTIAL OR WAIVER | BA AND CREDENTIAL | CREDENTIAL | CREDENTIAL | CREDENTIAL |
|------|--------------------------------------|----------------------|--------------|-------------|------------|
| STEP | I - BA | II - BA +30 | III - BA +45 | IV - BA +60 | V - BA +75 |
| 1 | 61,528 | 64,748 | 67,968 | 71,189 | 74,409 |
| 2 | 63,679 | 66,898 | 70,120 | 73,340 | 76,559 |
| 3 | 65,830 | 69,051 | 72,270 | 75,488 | 78,713 |
| 4 | | 71,202 | 74,421 | 77,641 | 80,860 |
| 5 | | 73,352 | 76,572 | 79,790 | 83,011 |
| 6 | | 75,502 | 78,724 | 81,942 | 85,163 |
| 7 | | 77,652 | 80,872 | 84,095 | 87,314 |
| 8 | | 79,805 | 83,022 | 86,242 | 89,464 |
| 9 | | | 85,176 | 88,395 | 91,615 |
| 10 | | | 87,325 | 90,545 | 93,765 |
| 11 | | | | 92,696 | 95,915 |
| 12 | | | | 94,848 | 98,068 |
| 13 | | | | 97,001 | 100,219 |
| 14 | | | | 99,148 | 102,369 |
| 15 | | | | 101,300 | 104,519 |
| 16 | | | | | 106,672 |
| 17 | | | | | 108,820 |
| 18 | | | | | 110,973 |
| 19 | | | | | 113,122 |
| 20 | | | | | 115,275 |

- 1 Bilingual Credential \$500. Second and third successful year on bilingual waiver, additional \$250 each year.
- 2 Masters: Additional \$1,250
Doctorate: Additional \$1,250
- 3 Longevity: \$1,000 after 10 years of service to the District (or component) and an additional \$500 each five years thereafter.
- 4 Credit for prior service may be granted to a maximum of 19 years with placement on Step 20.
- 5 Credit for prior service at private schools will be received when teaching has occurred at K-12 and the appropriate credential is held at that time.
- 6 Special Education Credential (LH/RSP): Additional \$500
- 7 Reading Specialist Credential: Additional \$500

APPROVALS


 BOARD PRESIDENT

3/12/24
 DATE

Board Approved: March 12, 2024

McFarland Unified School District
2023-24 Teacher's Salary Schedule - TOSA Extra 20 Days (204 Days)
Effective 7/01/23 (4% Increase)

APPENDIX A-4

| | EMERGENCY CREDENTIAL OR WAIVER | BA AND CREDENTIAL | CREDENTIAL | CREDENTIAL | CREDENTIAL |
|------|--------------------------------------|----------------------|--------------|-------------|------------|
| STEP | I - BA | II - BA +30 | III - BA +45 | IV - BA +60 | V - BA +75 |
| 1 | 63,743 | 67,079 | 70,416 | 73,752 | 77,088 |
| 2 | 65,972 | 69,307 | 72,644 | 75,981 | 79,315 |
| 3 | 68,201 | 71,537 | 74,872 | 78,206 | 81,547 |
| 4 | | 73,766 | 77,101 | 80,437 | 83,771 |
| 5 | | 75,993 | 79,329 | 82,663 | 86,000 |
| 6 | | 78,220 | 81,558 | 84,893 | 88,229 |
| 7 | | 80,448 | 83,784 | 87,123 | 90,458 |
| 8 | | 82,678 | 86,011 | 89,347 | 92,685 |
| 9 | | | 88,243 | 91,578 | 94,914 |
| 10 | | | 90,469 | 93,805 | 97,141 |
| 11 | | | | 96,034 | 99,369 |
| 12 | | | | 98,263 | 101,599 |
| 13 | | | | 100,493 | 103,828 |
| 14 | | | | 102,717 | 106,055 |
| 15 | | | | 104,948 | 108,283 |
| 16 | | | | | 110,513 |
| 17 | | | | | 112,739 |
| 18 | | | | | 114,969 |
| 19 | | | | | 117,195 |
| 20 | | | | | 119,425 |

- 1 Bilingual Credential \$500. Second and third successful year on bilingual waiver, additional \$250 each year.
- 2 Masters: Additional \$1,250
Doctorate: Additional \$1,250
- 3 Longevity: \$1,000 after 10 years of service to the District (or component) and an additional \$500 each five years thereafter.
- 4 Credit for prior service may be granted to a maximum of 19 years with placement on Step 20.
- 5 Credit for prior service at private schools will be received when teaching has occurred at K-12 and the appropriate credential is held at that time.
- 6 Special Education Credential (LH/RSP): Additional \$500
- 7 Reading Specialist Credential: Additional \$500

APPROVALS


 BOARD PRESIDENT

7/12/24
 DATE

Board Approved: March 12, 2024

McFarland Unified School District
2024-25 Teacher's Salary Schedule - TOSA Extra 20 Days (204 Days)
Effective 7/01/24 (1.5% Increase)

| | EMERGENCY CREDENTIAL OR WAIVER | BA AND CREDENTIAL | CREDENTIAL | CREDENTIAL | CREDENTIAL |
|------|--------------------------------------|----------------------|--------------|-------------|------------|
| STEP | I - BA | II - BA +30 | III - BA +45 | IV - BA +60 | V - BA +75 |
| 1 | 64,699 | 68,086 | 71,472 | 74,858 | 78,244 |
| 2 | 66,962 | 70,346 | 73,734 | 77,120 | 80,505 |
| 3 | 69,224 | 72,610 | 75,995 | 79,379 | 82,771 |
| 4 | | 74,872 | 78,257 | 81,643 | 85,028 |
| 5 | | 77,133 | 80,519 | 83,902 | 87,290 |
| 6 | | 79,394 | 82,782 | 86,166 | 89,553 |
| 7 | | 81,654 | 85,041 | 88,430 | 91,815 |
| 8 | | 83,918 | 87,301 | 90,688 | 94,076 |
| 9 | | | 89,567 | 92,952 | 96,338 |
| 10 | | | 91,826 | 95,212 | 98,599 |
| 11 | | | | 97,475 | 100,859 |
| 12 | | | | 99,737 | 103,123 |
| 13 | | | | 102,001 | 105,385 |
| 14 | | | | 104,258 | 107,646 |
| 15 | | | | 106,522 | 109,907 |
| 16 | | | | | 112,171 |
| 17 | | | | | 114,430 |
| 18 | | | | | 116,694 |
| 19 | | | | | 118,953 |
| 20 | | | | | 121,217 |

- 1 Bilingual Credential \$500. Second and third successful year on bilingual waiver, additional \$250 each year.
- 2 Masters: Additional \$1,250
Doctorate: Additional \$1,250
- 3 Longevity: \$1,000 after 10 years of service to the District (or component) and an additional \$500 each five years thereafter.
- 4 Credit for prior service may be granted to a maximum of 19 years with placement on Step 20.
- 5 Credit for prior service at private schools will be received when teaching has occurred at K-12 and the appropriate credential is held at that time.
- 6 Special Education Credential (LH/RSP): Additional \$500
- 7 Reading Specialist Credential: Additional \$500

APPROVALS


 BOARD PRESIDENT

7/12/24
 DATE

Board Approved: March 12, 2024

**McFarland Unified School District
2023-2024 Certificated Stipend/Extra Duty Schedule
Effective 7/01/23 (4% Increase)**

APPENDIX B

The following dollar amounts are to be paid to bargaining unit members that perform any of the following extra duties and must be both assigned by the principal and board approved:

COACHES:

| | | |
|---|-------|-----------|
| High School | | |
| Head Varsity | 5,720 | per sport |
| Assistant Varsity | 3,663 | per sport |
| Head JV | 3,663 | per sport |
| Assistant JV | 3,240 | per sport |
| Frosh/Soph | 3,240 | per sport |
| Spirit/Cheerleader (Winter/Fall Season only) | 3,240 | per sport |
| Junior High School | | |
| All coaches | 3,328 | per sport |
| > After School Sports Coordinator (All Sport Seasons) | 7,607 | |

Elementary School
None

ACTIVITIES ADVISORS:

| | | |
|-------------------------------|-------|---|
| High School | | |
| Band | 2,818 | |
| Yearbook | 2,818 | |
| Drumline | 2,818 | |
| ASB | 5,157 | |
| Drama | 2,113 | |
| News Broadcast/Communication | 2,113 | |
| Vocal Music | 2,113 | |
| Academic Decathlon | 1,831 | * |
| Mock Trial | 1,831 | * |
| 9th/10th Grade Advisor | 564 | |
| 11th/12th Grade Advisor | 986 | |
| VEX Coach | 2,818 | & |
| Junior High School | | |
| Band | 2,818 | |
| Yearbook | 1,833 | |
| Drumline | 2,818 | |
| ASB | 2,818 | |
| Drama | 1,374 | |
| News Broadcast/Communication | 1,374 | |
| Cadet Corps Coordinator | 1,374 | |
| Vocal Music | 2,113 | |
| VEX Coach | 2,818 | & |
| MYPAAAS | 5,635 | * |
| Speech/Oral Language | 564 | * |
| Battle of the Books | 564 | * |
| Math Field Day | 564 | * |

**McFarland Unified School District
2023-2024 Certificated Stipend/Extra Duty Schedule
Effective 7/01/23 (4% Increase)**

Elementary School

| | |
|--|---------|
| Camp Keep Coordinator | 564 |
| MYPAAS | 5,635 * |
| Student Council | 1,409 |
| Band (includes all elementary schools) | 1,409 |
| Yearbook | 564 & |
| News Broadcast/Communication | 564 & |
| Drama (per semester) | 564 &* |
| Speech/Oral Language | 564 * |
| Battle of the Books | 564 * |
| Math Field Day | 564 * |

CURRICULUM COORDINATORS:

High School

| | |
|--|---------|
| Dual Enrollment (per class/per semester) | 384 |
| Freshman Focus | 1,992 |
| Department Chair | 2,113 |
| Induction Mentor | 2,818 |
| Intern Peer Coach | 1,409 |
| EL Resource Teacher | 2,818 |
| WASC Coordinator for MLC | 2,113 ^ |

Junior High School

| | |
|------------------------------|-------|
| Department/Grade Level Chair | 2,113 |
| AVID Coordinator | 4,226 |
| Induction Mentor | 2,818 |
| Intern Peer Coach | 1,409 |
| EL Resource Teacher | 2,818 |

Elementary School

| | |
|---------------------|-------|
| Grade Level Chair | 2,113 |
| Induction Mentor | 2,818 |
| Intern Peer Coach | 1,409 |
| EL Resource Teacher | 2,818 |

EXTRA SERVICE CONTRACT:

| | |
|------------|--------------------------|
| One Month | 10% of salary placements |
| Two Months | 20% of salary placements |

* Must attend County/Local competition or perform.

& This stipend is agreed to be appropriate as long as the program is offered as a class during the school day. It is agreed the stipend should be increased by MOU if it becomes an afterschool program only.

^WASC Coordinator will be required to do planning, data analysis, and out of district site visits on off years.

> The District reserves the right to assign the After School Sports Coordinator to an Administrator or designee

> to fill the position.

All positions will be evaluated on an annual basis.

Not all positions must be filled every year.

PAR Narrative - <https://www.cde.ca.gov/pd/ps/par.asp> - Defunded in 2013 with LCFF

APPROVALS


BOARD PRESIDENT SIGNATURE


DATE

Board Approved: March 12, 2024

APPENDIX B

The following dollar amounts are to be paid to bargaining unit members that perform any of the following extra duties and must be both assigned by the principal and board approved:

COACHES:

| | | |
|---|-------|-----------|
| High School | | |
| Head Varsity | 5,806 | per sport |
| Assistant Varsity | 3,718 | per sport |
| Head JV | 3,718 | per sport |
| Assistant JV | 3,289 | per sport |
| Frosh/Soph | 3,289 | per sport |
| Spirit/Cheerleader (Winter/Fall Season only) | 3,289 | per sport |
| Junior High School | | |
| All coaches | 3,378 | per sport |
| > After School Sports Coordinator (All Sport Seasons) | 7,721 | |
| Elementary School | | |
| None | | |

ACTIVITIES ADVISORS:

| | |
|-------------------------------|---------|
| High School | |
| Band | 2,860 |
| Yearbook | 2,860 |
| Drumline | 2,860 |
| ASB | 5,235 |
| Drama | 2,145 |
| News Broadcast/Communication | 2,145 |
| Vocal Music | 2,145 |
| Academic Decathlon | 1,859 * |
| Mock Trial | 1,859 * |
| 9th/10th Grade Advisor | 572 |
| 11th/12th Grade Advisor | 1,001 |
| VEX Coach | 2,860 & |
| Junior High School | |
| Band | 2,860 |
| Yearbook | 1,860 |
| Drumline | 2,860 |
| ASB | 2,860 |
| Drama | 1,395 |
| News Broadcast/Communication | 1,395 |
| Cadet Corps Coordinator | 1,395 |
| Vocal Music | 2,145 |
| VEX Coach | 2,860 & |
| MYPAAS | 5,720 * |
| Speech/Oral Language | 572 * |
| Battle of the Books | 572 * |
| Math Field Day | 572 * |

**McFarland Unified School District
2024-2025 Certificated Stipend/Extra Duty Schedule
Effective 7/01/24 (1.5% Increase)**

Elementary School

| | |
|--|---------|
| Camp Keep Coordinator | 572 |
| MYPAAS | 5,720 * |
| Student Council | 1,430 |
| Band (includes all elementary schools) | 1,430 |
| Yearbook | 572 & |
| News Broadcast/Communication | 572 & |
| Drama (per semester) | 572 &* |
| Speech/Oral Language | 572 * |
| Battle of the Books | 572 * |
| Math Field Day | 572 * |

CURRICULUM COORDINATORS:

High School

| | |
|--|---------|
| Dual Enrollment (per class/per semester) | 389 |
| Freshman Focus | 2,022 |
| Department Chair | 2,145 |
| Induction Mentor | 2,860 |
| Intern Peer Coach | 1,430 |
| EL Resource Teacher | 2,860 |
| WASC Coordinator for MLC | 2,145 ^ |

Junior High School

| | |
|------------------------------|-------|
| Department/Grade Level Chair | 2,145 |
| AVID Coordinator | 4,290 |
| Induction Mentor | 2,860 |
| Intern Peer Coach | 1,430 |
| EL Resource Teacher | 2,860 |

Elementary School

| | |
|---------------------|-------|
| Grade Level Chair | 2,145 |
| Induction Mentor | 2,860 |
| Intern Peer Coach | 1,430 |
| EL Resource Teacher | 2,860 |

EXTRA SERVICE CONTRACT:

| | |
|------------|--------------------------|
| One Month | 10% of salary placements |
| Two Months | 20% of salary placements |

* Must attend County/Local competition or perform.

& This stipend is agreed to be appropriate as long as the program is offered as a class during the school day. It is agreed the stipend should be increased by MOU if it becomes an afterschool program only.

^WASC Coordinator will be required to do planning, data analysis, and out of district site visits on off years.

> The District reserves the right to assign the After School Sports Coordinator to an Administrator or designee

> to fill the position.

All positions will be evaluated on an annual basis.

Not all positions must be filled every year.

PAR Narrative - <https://www.cde.ca.gov/pd/ps/par.asp> - Defunded in 2013 with LCFF

APPROVALS


BOARD PRESIDENT SIGNATURE

3/12/24
DATE

Board Approved: March 12, 2024

APPENDIX C

| School Month | First Week | | | | | Second Week | | | | | Third Week | | | | | Fourth Week | | | | | Legal Holidays | Local Holidays | Non School Days | School Days |
|--------------|------------|---|---|----|---|-------------|---|---|----|---|------------|---|---|----|---|-------------|----|----|----|---|----------------|----------------|-----------------|-------------|
| | M | T | W | TH | F | M | T | W | TH | F | M | T | W | TH | F | M | T | W | TH | F | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| ZERO | | | | | | | | | | | | | | | | 29 | 30 | 31 | 1 | 2 | 0 | 0 | 0 | 4 |
| FIRST | | | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 20 |
| SECOND | | | | | | | | | | | | | | | | | | | | | 1 | 0 | 0 | 19 |
| THIRD | | | | | | | | | | | | | | | | | | | | | 0 | 0 | 2 | 18 |
| FOURTH | | | | | | | | | | | | | | | | | | | | | 1 | 0 | 0 | 19 |
| FIFTH | | | | | | | | | | | | | | | | | | | | | 1 | 1 | 8 | 10 |
| SIXTH | | | | | | | | | | | | | | | | | | | | | 2 | 1 | 7 | 10 |
| SEVENTH | | | | | | | | | | | | | | | | | | | | | 2 | 0 | 0 | 18 |
| EIGHTH | | | | | | | | | | | | | | | | | | | | | 1 | 0 | 0 | 19 |
| NINTH | | | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 20 |
| TENTH | | | | | | | | | | | | | | | | | | | | | 1 | 1 | 4 | 14 |
| ELEVENTH | | | | | | | | | | | | | | | | | | | | | 1 | 0 | 6 | 13 |
| | | | | | | | | | | | | | | | | | | | | | 10 | 3 | 27 | 184 |

| | | | | |
|-------------|----|---------------------------------------|-----------------------------------|------------|
| July | 29 | New Teacher Orientation | First day of instruction | August 1st |
| September | 2 | Labor Day Observed | Last day of scheduled instruction | May 29th |
| November | 11 | Veteran's Day Observed | Days of Instruction | 180 |
| November | 28 | Thanksgiving Day | Days school not in session | 44 |
| December | 25 | Christmas Day Observed | Professional Development Days | |
| January | 1 | New Year's Day Observed | Parent Teacher Conferences TK-6 | |
| January | 20 | Dr. Martin L. King Day Observed | Parent Teacher Conferences 7-12 | |
| February | 10 | Lincoln's Birthday | Minimum Day | |
| February | 17 | Washington's Birthday | Student Only Minimum Day | |
| April | 21 | Easter Sunday Observed | Non School Days | |
| May | 26 | Memorial Day Observed | Local Holidays | |
| Graduations | | MLC May 22, MJHS May 27, MHSEC May 28 | Legal Holidays | |



APPENDIX D

McFarland Unified School District Donation and Authorization to Transfer Sick Leave or Time Credits

I hereby freely and voluntarily donate and authorize the transfer of the following days of accumulated sick leave, vacation time, or compensatory time off credits to the Receiving Employee named on this form for the current school year, as authorized by the terms of the Contract, pursuant to the following conditions:

1. I understand that all leave donated pursuant to this authorization will be transferred to and may only be used by the designated Receiving Employee.
2. I understand that sick leave, once transferred to the Receiving Employee, is relinquished by the Donating Employee. If excess time is donated, it will be redistributed according to contract.

TIME CREDITS DONATED:

Sick Leave - _____ Days

DONATING EMPLOYEE:

Signature of Donating Employee

Print Name of Donating Employee

Date: _____

RECEIVING EMPLOYEE (Please Print Name): _____

For office Use only:

The Receiving Employee on whose behalf the time credits are being donated satisfies the requirements set forth in Education Code Section 44043.5(b) and MTA Bargaining Agreement.

By: _____
District Superintendent

| | | |
|----|--|------------|
| A. | Donating Employee's Available Sick leave | _____ Days |
| | Number of days donated | _____ Days |
| | Donating Employee's Revised sick leave balance | _____ Days |

Total days donated/transferred to Receiving Employee pursuant to this Authorization: one or two or three Days. (Please circle your choice)

Posted by: _____

Date: _____

APPENDIX E

McFarland Unified School District

2023-2024

Evaluation of Teaching Performance

Teacher: _____ Date: _____

School: _____

Grade/Subject: _____

Period covered by this evaluation: _____

Dates of conferences: _____

Dates of observations: _____

Status of Teacher: _____ Probationary 0: _____ Probationary 1: _____ Probationary 2: _____
_____ Temporary: _____ Permanent _____ Years at MUSD: _____

1. **Strong** – Exceeds Standards
2. **Satisfactory** – Meets Standards
3. **Needs Improvement**
4. **Unsatisfactory** – Does not meet standards

| Standard I – Engaging and Supporting All Students in Learning | 1 | 2 | 3 | 4 |
|---|----------|----------|----------|----------|
| • Connecting students' prior knowledge, life experience, and interests with learning goals | | | | |
| • Using a variety of instructional strategies and resources to respond to students' diverse needs | | | | |
| • Facilitating learning experience that promote autonomy, interaction, and choice | | | | |
| • Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful | | | | |
| • Promoting self-directed, reflective learning for all students | | | | |
| Standard II – Creating and Maintaining Effective Environments for Student Learning | 1 | 2 | 3 | 4 |
| • Creating a physical environment that engages all students | | | | |
| • Establishing a climate that promotes fairness and respect | | | | |
| • Promoting social development and group responsibility | | | | |
| • Establishing and maintaining standards for student behavior | | | | |
| • Planning and implementing classroom procedures and routines that support student learning | | | | |
| • Using instructional time effectively | | | | |
| Standard III – Understanding and Organizing Subject Matter for Student Learning | 1 | 2 | 3 | 4 |
| • Demonstrating knowledge of subject matter content and student development | | | | |
| • Organizing curriculum to support student understanding of subject matter | | | | |
| • Interrelating ideas and information within and across subject matter areas | | | | |
| • Developing student understanding through instructional strategies that are appropriate to the subject matter | | | | |
| • Using materials, resources, and technologies to make subject matter accessible to students | | | | |

| Standard IV – Planning Instruction and Designing Learning Experiences for All Students | 1 | 2 | 3 | 4 |
|---|----------|----------|----------|----------|
| • Drawing on and valuing students' backgrounds, interests, and developmental learning needs | | | | |
| • Establishing and articulating goals for student learning | | | | |
| • Developing and sequencing instructional activities and materials for students learning | | | | |
| • Designing long and short term plans to foster student learning | | | | |
| • Modifying instructional plans to adjust for student needs | | | | |
| Standard V – Assessing Student Learning | 1 | 2 | 3 | 4 |
| • Establishing and communicating learning goals for all students | | | | |
| • Collecting and using multiple sources of information to assess student learning | | | | |
| • Involving and guiding students in assessing their own learning | | | | |
| • Using results of assessments to guide instruction | | | | |
| • Communicating with students, families, and other audiences about student progress | | | | |
| Standard VI – Developing as a Professional Educator | 1 | 2 | 3 | 4 |
| • Reflecting on teaching practice and planning professional development | | | | |
| • Establishing professional goals and pursuing opportunities to grow professionally | | | | |
| • Working with communities to improve professional practice | | | | |
| • Working with families to improve professional practice | | | | |
| • Working with colleagues to improve professional practice | | | | |

Comments:

OVERALL EVALUATION

- ☐ Strong – Exceeds Standards
- ☐ Satisfactory – Meets Standards
- ☐ Needs Improvement
- ☐ Unsatisfactory – Does Not Meet Standards

RE-EMPLOYMENT RECOMMENDATION

- ☐ Retain
- ☐ Do Not Retain

Evaluator's Signature

Date

Teacher's Signature

Date

**This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation.

****A SIGNATURE ON THIS EVALUATION DOES NOT NECESSARILY SIGNIFY AGREEMENT WITH THE EVALUATION.**

McFarland Unified School District

Evaluation of School Counselor Performance

School Counselor: _____
 Evaluator: _____
 Position: _____
 Date: _____

Status of Counselor: _____ Probationary 0: _____ Probationary 1: _____ Probationary 2: _____
 _____ Temporary: _____ Permanent _____ Years at MUSD: _____

1=Strong (Exceeds Standards), **2=Satisfactory** (Meets Standards), **3=Needs Improvement**, **4=Unsatisfactory**
 (Does not meet standards)

| DUTIES AND RESPONSIBILITIES | |
|--|--------|
| DESCRIPTION | RATING |
| 1. Major Function: Development and Management of a Comprehensive School Counseling Program | |
| 1.1 Discusses the comprehensive school counseling program with the school administrator. | |
| 1.2 Uses data to develop school counseling program goals, and shares the goals with stakeholders (i.e., administrators, teachers, students, parents, community and business leaders). | |
| 1.3 Uses data to develop curriculum, small-group and closing-the-gap action plans for effective delivery of the school counseling program. | |
| 1.4 Uses the majority of time providing direct and indirect student services through the school counseling core curriculum, individual student planning and responsive services and most of the remaining time in program management, system support and accountability. (Approximately 80 percent or more of time in direct and indirect services and 20 percent or less of time in program support.) | |
| 1.5 Uses data to develop comprehensive programs that meet student needs. | |
| Observations and comments: | |
| | |
| 2. Major Function: Delivery of a Comprehensive School Counseling Program | |
| Direct Services | |
| 2.1 Provides direct student services (school counseling core curriculum, individual student planning and responsive services). | |
| 2.2 Delivers school counseling core curriculum lessons in classroom and large-group settings. | |
| 2.3 Provides appraisal and advisement to assist all students with academic, career and personal/social planning. | |
| 2.4 Provides individual and group counseling to students with identified concerns and needs. | |
| Indirect Services | |
| 2.5 Indirect student services are provided on behalf of identified students; strategies to include referrals, consultation and collaboration. | |
| 2.6 Refers students and parents to appropriate school and community resources to support student achievement and success. | |
| 2.7 Consults with parents and other educators to share strategies that support student achievement and success. | |

| | | |
|---|--|--|
| 2.0 Collaborates with parents, other educators and community resources to support student achievement and success. | | |
| Observations and comments: | | |
| | | |
| 3. Major Function: Accountability | | |
| 3.1 Identifies and analyzes school data to inform the school counseling program and measure program results. | | |
| 3.2 Analyzes data on how time is used and adjusts program delivery to meet student needs as demonstrated in school data. | | |
| 3.3 Collects and analyzes results data of school counseling program activities to guide program evaluation and improvement. | | |
| 3.4 Monitors student academic performance, attendance and behavioral data to inform school counseling program goals. | | |
| 3.5 Conducts self-analysis to determine strengths and areas of improvement and plans professional development accordingly. | | |
| 3.6 Conducts a school counseling program assessment annually to review extent of program implementation and effectiveness. | | |
| 3.7 Shares school counseling program results data with relevant stakeholders. | | |
| Observations and comments: | | |
| | | |
| Comments: | | |

OVERALL EVALUATION

- ☐ Strong – Exceeds Standards
- ☐ Satisfactory – Meeting Standards
- ☐ Needs Improvement
- ☐ Unsatisfactory – Does not Meet Standards

RE-EMPLOYMENT RECOMMENDATION

- ☐ Retain
- ☐ Do Not Retain

Evaluator's Signature

Date

Employee's Signature

Date

**This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation.

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APPENDIX E-2

McFarland Unified School District

EVALUATION OF DISTRICT SCHOOL NURSE PERFORMANCE

School Nurse: _____
Evaluator: _____
Position: _____
Date: _____

Status of Nurse: _____ Probationary 0: _____ Probationary 1: _____ Probationary 2: _____
_____ Temporary: _____ Permanent _____ Years at MUSD: _____

1=Strong (Exceeds Standards), **2=Satisfactory** (Meets Standards), **3=Needs Improvement**, **4=Unsatisfactory** (Does not meet standards)

| DUTIES AND RESPONSIBILITIES | |
|--|--------|
| DESCRIPTION | RATING |
| 1.1 Reviews student health data for compliance with State, County, and District health regulations. | |
| 1.2 Collects and uses multiple sources of information to assess student health status. | |
| 1.3 Uses assessment and screening results to adjust and guide health intervention strategies including appropriate health referrals to medical providers and/or community resources. | |
| 1.4 Communicates effectively with students, staff and families about student health concerns. | |
| 1.5 Administers required assessments, completes mandated reports and records data accurately. | |
| 2.1 Uses a variety of assessment and case management strategies to meet student needs. | |
| 2.2 Effectively relates student health status and the student's ability to learn to parents/students/staff. | |
| 2.3 Manages medication administration and specialized procedures in compliance with district and state policies. | |
| 2.4 Develops and manages Individual Health Care Plans to facilitate students with special needs into school. | |
| 2.5 Collaborates with student/parent/medical provider to transition ill and injured students into the school setting. | |
| 2.6 Maintains appropriate standards of confidentiality and privacy in health areas. | |
| 3.1 Demonstrates knowledge of school health law and health and safety regulations. | |
| 3.2 Establishes and maintains standards of school health practice. | |
| 3.3 Maintains accurate and complete health files in each student's cumulative health records. | |
| 3.4 Oversees mandated health related services such as Immunization programs, Communicable disease surveillance, CHDP programs and mandated vision, hearing, scoliosis and dental screening | |
| 3.5 Ensures department health policies and procedures are followed and maintained. | |

| | |
|---|--|
| 4.1 Provides a health office environment that is professional, positive and productive. | |
| 4.2 Provides appropriate medical supervision and delegation to unlicensed personnel. | |
| 4.3 Provide appropriate nursing care to ill and injured students based on the standards of school nursing. | |
| 4.4 Establishes a health office climate that promotes inclusion, mutual respect, consistency and fairness. | |
| 4.5 Maintains systematic documentation of health office visits, procedures and care. | |
| 5.1 Provides appropriate health education and disease prevention principles to students, staff and parents. | |
| 5.2 Serves as health advocate to parents, students, school and community to increase school wellness. | |
| 5.3 Provides staff development on health related issues to district and school site staff as needed. | |
| 5.5 Provides procedural training and supervision for medication administration and specialized health procedures to unlicensed personnel as needed. | |
| 5.6 Provides individual health and crisis counseling to students and staff and makes appropriate referrals. | |
| 6.1 Establishes professional goals and pursues opportunities to grow professionally in the school nurse practice. | |
| 6.2 Works with colleagues to improve professional practice. | |
| 6.3 Work with families and communities to improve professional practice. | |
| 6.4 Balances professional responsibilities to maintain motivation in professional role. | |
| 6.5 Demonstrates professional image in appearance and attitude. | |
| 6.6 Meets assigned district responsibilities and completes mandated reports within deadlines. | |
| Comments: | |

OVERALL EVALUATION

- ☐ Strong – Exceeds Standards
☐ Satisfactory – Meeting Standards
☐ Needs Improvement
☐ Unsatisfactory – Does not Meet Standards

RE-EMPLOYMENT RECOMMENDATION

- ☐ Retain
☐ Do Not Retain

Evaluator's Signature

Date

Employee's Signature

Date

**This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation.

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McFarland Unified School District

Application for Approval of Courses for Salary Program Placement Certificated Personnel

Your request for approval of courses for salary schedule placement must meet at least one of the following criteria: (1) Be a part of the requirements for an advanced degree toward which you are working, (2) Be needed for a particular credential, or (3) Be substantially related to your specific working assignment. The limitations during periods of one quarter or taken by a certificated employee must have the PRIOR recommendation of the Principal and the approval of the Superintendent before the initial class session. This request is good only for the specific courses and academic session as stated. Content in the approved courses cannot duplicate work previously or currently taken. After grades have been received on these approved courses, it is mandatory that a copy of the transcript or grade card be filed with the District Office Human Resources Department, if you are to receive salary schedule credit for them.

| Institution | Course Number | Course Title | Quarter Credits | Semester Credits | Academic Session | Academic Year |
|-------------|---------------|--------------|-----------------|------------------|------------------|---------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

My reasons for taking these particular courses are: _____

Requested By: _____
(Name) (Position)

_____ (School) (Date)

☐ Recommended ☐ Rejected

Reason: _____

_____ (Principal) (Date)

☐ Recommended ☐ Rejected

Reason: _____

_____ Superintendent Date