

Agreement between the
Newark Teachers Association
and the
Newark Unified School District
2019-2022



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PREAMBLE

- A. Academic freedom is fundamental to education.
 - A.1 All instruction shall be fair, accurate, objective, and supportive to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. The District acknowledges the need to protect unit members from any censorship or restraint, which interferes with the unit members' obligation to pursue truth in performance of his/her teaching functions.
 - A.1.1 A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.
 - A.1.2 Within the bounds of Board policies and administrative regulations, adopted District curriculum, curriculum prescribed by the State of California and other legal requirements, unit members shall have discretion on their teaching methodologies.
 - A.2 There shall be support and free discussion of controversial topics relevant to the classroom and the adopted course of study. Good judgment shall be exercised by employees so as to allow equal expression of all sides involved however controversial. Teachers should lead and guide all discussions in an impartial manner and shall not advocate a particular political, religious, or controversial position.
 - A.3 A unit member shall be entitled to full rights of citizenship, and no religious or political activities, or lack thereof, of any unit member shall be used for purposes of evaluation or disciplinary action unless said activities violate local, state or federal law.
 - A.4 Employee discipline shall not be used to deny any individual his/her academic freedom rights.

ARTICLE 1: AGREEMENT

- 1.1 This is an Agreement between the Board of Education of the Newark Unified School District, ("District") and the Newark Teachers Association/CTA/NEA ("Association") entered on the date set forth on the signature page.
- 1.2.1 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the California Government Code, known as the Educational Employment Relations Act.

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative for that unit of certificated employees in the following classifications:
 - 2.1.1 All full-time and part-time certificated classroom teachers, resource teachers, teachers on special assignment, counselors, school psychologists, speech clinicians, program specialists, librarians, school nurses, learning center teachers, department chairs, temporaries and substitutes on contract, and adult school teachers.
- 2.2 This unit shall exclude all other employees of the District as of the ratification date of this Agreement. Among those exclusions are all classified employees, all certificated employees not specifically included above, all confidential employees as designated by the District, and all management employees as designated by the District.
- 2.3 The District will inform, and upon request, consult with the Association (within the meaning of the last paragraph of section 3.3.2) about the creation of any new certificated classifications in the bargaining unit (i.e., one which is not included in section 2.1.1 above) and will provide the Association with a job description of the position consistent with the foregoing definition of consultation as soon as practical to do so.

ARTICLE 3: ASSOCIATION RIGHTS

3.1 The Association shall have the right to:

- 3.1.1 Represent employees in the certificated bargaining unit in accordance with state and federal law and have access at reasonable times to areas in which unit members' work.
- 3.1.2 Use designated institutional bulletin boards, mailboxes, electronic mail, fax machines, the Internet, and the District mail system, pursuant to Board Policy/Administrative Regulation 4040 (see Appendix O), at reasonable times for the posting or transmitting of information or notices. Copies of any bulletin or notice given general distribution to unit members or Association members will also be provided to the principal of the school(s) where distributed and to the Superintendent.
- 3.1.3 Use, without charge, of instructional facilities and buildings subject to Civic Center Act requirements.
- 3.1.4 The name, job title, department, work location, site phone extension, home address, personal email address and personal cellular telephone numbers (if on file with the District) of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire. The District shall also provide the Association with a list of that information for all employees in the bargaining unit at least every 120 days.
- 3.1.5 Receive electronic notification of the availability of the agenda and attached materials 72 hours in advance of all regularly scheduled Board meetings and 24 hours prior to any special Board meeting. Receive electronic notification of all Board of Education regularly scheduled meeting dates. Public Board of Education materials not generally distributed shall be available to the Association upon reasonable request.
- 3.1.6 Designate a local site representative and alternate per Association by-laws. The Association shall notify the District of the designated site representatives by October 1 of each school year. The Association further agrees to notify the District within 15 days of any change in designated representative(s).
- 3.1.7 The Association shall be provided 20 days of Association Business Leave (ABL) for the president and/or president's designee(s) to conduct the lawful business of the Association. The Association shall be granted a total of 20 additional days of paid leave (ABL) for which the Association (NTA or CTA) shall reimburse the District for the actual cost of providing a substitute at the daily substitute rate or the actual cost whichever is lower. ABL shall be reported through normal District leave reporting procedures. The Association shall provide the District within 30 days of ratification of this Agreement with the name(s) of its officer(s) or agent(s) permitted to utilize or authorize this leave. Association Leave shall be utilized subject to normal District leave request and reporting procedures and upon at least five (5) work days prior notice to the District, except in cases where unforeseen circumstances prevent such notice, in which case, the notice shall be provided as soon as possible.

3.1.8 The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Association membership dues and associated fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues/fees as voluntarily authorized in writing by the unit member on an Association approved form subject to the following conditions:

3.1.8.1 Such deductions will be made upon submission to the District by the Association a list of unit members who have duly completed and voluntarily executed the Association approved membership dues deduction authorization form.

3.1.8.2 The District shall not be required to implement any new or changed dues deduction until the pay period commencing 20 days or more after submission.

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

3.1.8.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The parties agree that membership – adding new members, maintaining current members, or dropping members who complete the process with the Association to do so – is entirely a function of the Association, and no part of this Agreement may interfere with the Association membership process.

3.1.8.5 The Association agrees to pay reasonable legal fees and legal costs incurred by the District in defending against any court action or administrative proceeding challenging the legality or constitutionality of this Article or the implementation thereof, and to pay any judgment or settlement arising out of such action or proceeding: provided that the Association shall have the right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

3.1.9 On two Mondays per month, Association Executive Board members, designated site representatives and NTA committee chairs shall be allowed to leave their sites at 3:30 p.m. to attend NTA meetings held outside the District.

3.2 Presidential Service Leave

3.2.1 The District annually shall grant Presidential Service Leave (PSL) to the Association President or up to two Association Co-Presidents. Annual PSL

shall not exceed one half (1/2) of one Full Time Equivalent (FTE). If the Association requests more or less than a leave of one half (1/2) of one FTE, whether or not the Association has a President or Co-Presidents, the District and the Association shall mutually agree in writing upon the proportions of leave. Such agreement shall be applicable to one academic year only.

3.2.2 Each year, within ten (10) school days of the certified NTA election results, the Association shall notify the District as to the percentage FTE of PSL the Association will use during the following school year.

3.2.2.1 The District shall notify the Association within thirty (30) days of the Association's request of any difficulties in locating a qualified replacement and the Association shall collaborate with the District to resolve the problem.

3.2.3 Presidential Service Leave shall be with pay. The Association shall reimburse the District the PSL percentage of one Full Time Equivalent (FTE) at the cost of a unit member whose salary is Column 1, Step 1 of the Certificated Salary Schedule plus salary driven costs by June 30th of the current school year.

3.2.4 The person(s) on PSL shall be entitled to participate in health and welfare benefit plans on the same basis as full-time employees and suffer no loss of seniority or retirement credit.

3.2.5 Upon expiration of the period of leave, persons shall be returned from PSL in accordance with Section 11.1.5 below.

3.3 Right to Consult

The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum to the extent such matters are within the discretion of the District under law.

3.3.1 The District shall give timely written notice to the Association on matters subject to consultation, including those matters listed in section 3.3.2.

3.3.2 Upon request of the Association, the District agrees to consult when the District is contemplating any of the following:

- 3.3.2.1 a change in the curriculum and/or course content;
- 3.3.2.2 the selection of textbooks;
- 3.3.2.3 In-service training or staff development, whether provided on a staff development day or on a shortened day which is dedicated to this purpose:
- 3.3.2.4 the adoption of a comprehensive student assessment program including the use of technology;
- 3.3.2.5 a change in elementary preparation period curriculum specializations; and
- 3.3.2.6 accounting of student instructional minutes.

“Consultation” as used in this Agreement shall be defined as follows: Discussions which provide each party with a meaningful opportunity to materially impact, influence and shape decisions before they are made. This consultation does not limit any of the rights contained in Article 4.

- 3.3.3 The Association shall be notified by the District of the intention of the District to review, revise, or create any of the above prior to any committee work being started.
- 3.3.4 The Association shall be consulted on the composition of District committees providing the consultation services listed above. The District will inform the Association of any changes in the committee composition so that the Association may submit suggested replacement members.
- 3.3.5 The Association shall be provided with a list of all district-level committees and their composition annually, as soon as feasible.

3.4 Site Communication Procedures

- 3.4.1 The parties agree that two-way communication and discussion of unit members and administrators’ concerns which may arise from time to time over school level policies and procedures is to be encouraged. Each school site shall determine the means and methods by which to accommodate two-way communication and discussion of school level policies and practices contemplated by this article.
- 3.4.2 The purpose of two-way communications between teachers and site administration is to resolve informally and expeditiously as possible concerns that impact the District’s educational program; the ultimate goal of the forum is program improvement.

3.5 Curriculum Council

Except as stated below, nothing contained herein shall be interpreted as changing past practice with respect to the Curriculum Council.

The parties agree that the Association will appoint three (3) unit members to the Curriculum Council. One of these appointees will come from the elementary schools, one from the junior high school and one from the high school. The parties further agree that the bylaws for the Curriculum Council will reflect these agreements.

3.6 New Employee Orientation

- 3.6.1 During the beginning of the year new employee orientation, Association representatives are invited and given time within the orientation to address and communicate with new certificated staff.
- 3.6.2 The Association all receive not less than 10 days’ notice in advance of the foregoing orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer’s operations that was not reasonably foreseeable.

- 3.6.3 The Association shall be given 60 minutes to address, communicate with, and distribute CTA and NTA related literature of its choice to new certificated staff who are in attendance.
- 3.6.4 The Association shall have access to available audio-visual equipment for presentation purposes.
- 3.6.5 Individual/Group Orientations: Orientation sessions may also include individual (one-on-one) new hire meetings with a Human Resources representative and/or group orientation sessions for employees hired during the school year.
 - 3.6.5.1 The District shall give the Association notice as soon as possible following the hiring decision. An Association representative shall be given up to 30 minutes following the onboarding process to conduct an orientation session. If this occurs during the representative's work day, such time shall be scheduled, if feasible, during the representative's non-duty/non-instructional time in order to prevent/minimize disruption to normal work operations.
- 3.6.6 The Association membership packet provided by the Association to the District shall be included in District orientation materials provided to newly hired certificated employees.
- 3.6.7 As used in this section, all references to certificated employee(s) refer(s) only to those who are included in the bargaining unit represented by the Association (see Article 2).

ARTICLE 4: DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the organization to the full extent of the law. Such duties and powers include, but are not limited to the following: to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the type and level of service to be provided and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staff patterns; determine the number and type of personnel required; maintain the efficiency of District operation; determine the curriculum, build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work as legally allowed under the Education and Government Codes; and, take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate and discipline employees.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

5.1 General Provisions

- 5.1.1 A grievance is defined as a formal written statement by a unit member or the Association alleging that the District has violated a term of this Agreement.
- 5.1.2 Should the Association's right to grieve be overturned, the parties agree to meet and negotiate this provision.
- 5.1.3 A formal grievance shall be initiated in writing on the form produced by the District and approved by the Association, and shall be filed with the immediate supervisor. A copy of the form will be sent to the Association.
- 5.1.4 The respondent in all cases shall be the District itself rather than any individual. Except at Level 1, the District may be represented by a person of its choice. The filing or pendency of a grievance shall not delay or interfere with the implementation of any District action during the processing thereof.
- 5.1.5 A "day" is a day in which the central administrative office of the District is open for business.
- 5.1.6 There shall be days of abeyance during which the grievance time line will stop if requested by either the grievant or the District. Days of abeyance are the Thanksgiving, Winter and Spring breaks and school holidays; however, summer recess only by mutual agreement.

5.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the matter by means of an informal conference with his/her immediate supervisor. The immediate supervisor shall schedule a meeting with the grievant within three (3) days of the request for the meeting.

5.3 Level 1

- 5.3.1 If the matter is not resolved informally, the grievant may, within 20 days after the occurrence of the act or omission giving rise to the grievance or within 20 days after the grievant could reasonably have known of the act or omission, present his/her grievance in writing to the site administrator.
- 5.3.2 The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the date of the informal conference, and the specific remedy sought.
- 5.3.3 Either party may request a personal conference with the other party. There shall be a conference between the site administrator and the grievant if it is requested. The site administrator shall communicate a decision to the unit member in writing within 10 days after receiving the grievance and such action will terminate Level I.

5.4 Level II

- 5.4.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent within 10 days after termination of Level I.
- 5.4.2 This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference and a conference shall be held.
- 5.4.3 The Superintendent or designee shall communicate a decision within 15 days after receiving the appeal and such action will terminate Level II.
- 5.4.4 If a grievance arises from action or inaction of the District based on a decision at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level II. Such submission of the grievance to the Superintendent shall be made within twenty (20) days after the grievant could reasonably have known of the act or omission.

5.5 Arbitration Procedure

- 5.5.1 If the grievant is not satisfied with the decision at Level II, or the Superintendent or designee has not made a timely response, he/she may, within 10 days after the termination of Level II, request in writing that the Association submit the grievance to binding arbitration.
- 5.5.2 If the Association desires to arbitrate the grievance, it shall give written notice to the District within 25 days of the termination of Level II.
 - 5.5.2.1 It is expressly understood that the only matters which are subject to binding arbitration are grievances which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.
 - 5.5.2.2 At its option, the Association may suggest mediating the grievance at the same time notifying the District that it is submitting the grievance to binding arbitration. If the district agrees, then mediation will proceed during the same time as the arbitration selection process. The parties, mindful of the cost of canceling an arbitration hearing, will proceed as rapidly as possible to secure a mediator to hear the dispute and assist the parties in reaching a mutually acceptable conclusion. It is further agreed and understood by the parties that the initiation of mediation and/or the completion of mediation shall be parallel to the arbitration process and in no way interfere with the arbitration process.

5.5.3 Selection of Arbitrator

- 5.5.3.1 Following notice to proceed to arbitration and if the District and the Association cannot agree within five (5) days on an individual to serve as arbitrator, they shall request an odd numbered list of experienced individuals from the State Mediation and Conciliation Services, or the American Arbitration Association. The individual shall be selected using the procedures of the agency.
- 5.5.3.2 Upon mutual agreement of the District and the Association, the arbitration shall proceed under the expedited rules of the American Arbitration Association and the arbitrator shall be notified of the request for expedited arbitration.
- 5.5.3.3 Without agreement to proceed under expedited arbitration rules; the dispute shall be arbitrated pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association and the provisions of this Agreement. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

5.5.4 Motions to Dismiss

- 5.5.4.1 If a claim is raised as to the arbitrability of a grievance as a result of a violation of the terms of this Article, such claim shall be ruled on first by the arbitrator. At its option, and without prejudice, the District may have such a claim heard along with the merits of the case.

5.5.5 Limitations upon the Arbitrator

- 5.5.5.1 The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of an express term of this Agreement in the respect alleged in the grievance. In determining whether the District has violated an express term of this Agreement, the arbitrator's standards of review shall be limited to whether the District has acted in an arbitrary, capricious, or discriminatory manner.
- 5.5.5.2 This Agreement constitutes a written agreement under Section 3540.1(h) of the Educational Employment Relations Act, Labor Code Section 1126 and other laws of the State of California. The arbitrator shall not have authority to decide any issue not within the submission, and shall determine the intent of the parties by applying generally accepted rules of contract construction. Past practice may be considered, but

shall not modify clear terms of the agreement. The arbitrator shall be without power or authority to add to, delete from, or modify the terms of this Agreement.

5.5.6 The decision of the arbitrator shall be in writing and be final and binding on the parties and shall be submitted to the Superintendent and the Association.

5.5.7 Expenses

5.5.7.1 Each party shall bear the expenses of the preparation and presentation of its own case; all other fees and expenses of the arbitration proceedings shall be shared equally by the parties.

5.5.8 The parties will work together to schedule hearings and witness participation so as to minimize the impact on the District's and the Association's finances, operations and educational services.

5.6 Representation

5.6.1 An individual unit member shall have the right to process his/her grievance without intervention by the Association, provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. The Association shall file its response, if any, within 10 days of receipt of the proposed resolution.

5.7 Group Grievances

5.7.1 Should the Association and the District feel that the significant characteristics of a number of individual grievances are sufficiently alike that it would be in the best interest of time to hear this group of grievances as one, they may mutually agree in writing to do so. In such instances, a group grievance shall be submitted to Level II.

5.8 Reasonable Release Time

5.8.1 Grievance meetings will normally be scheduled by the District so as not to conflict with a unit member's classroom duties. However, if this is not possible, reasonable release time will be provided the grievant, the site representative or another representative of the Association for purposes of processing a grievance.

5.9 Confidentiality

5.9.1 The District and the Association shall be respectful of the privacy of all parties to a grievance and shall process the grievances and all information pertaining to them discretely. However, nothing in this Article shall preclude the District or the Association from truthfully reporting on the parties' respective positions regarding grievances, the status of grievance proceedings, and the outcome or settlement of grievances.

5.10 No Reprisal

- 5.10.1 There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

5.11 Grievance Files

- 5.11.1 The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. All records used in this grievance procedure which may have come from personnel files maintained by the District will be returned to those files without indication that they had been used in this grievance procedure.

5.12 Failure to Meet Time Limits

- 5.12.1 If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.
- 5.12.1.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement between the parties or their authorized representatives.
- 5.12.1.2 The parties will attempt, in good faith, to adjust time limit problems which occur above Level I as a result of the summer recess.

ARTICLE 6: WORK YEAR

- 6.1 The standard work year for unit members shall be 186 days, comprised of 180-student contact days, three (3) non-student contact teacher workdays, and three (3) Staff Development days.
- 6.2 For any unit member whose position includes a standard work year more than 186 days, the work year calendar incorporating these additional days shall be established by the supervisor in consultation with the affected employees by the end of the preceding work year. Unit member attendance on all work days is equally mandatory regardless of purpose.
 - 6.2.1 Except as otherwise agreed upon by the parties and the affected employees, the standard work year for Counselors, Lead Teacher, Program Specialists and Psychologists and School Nurse shall be ten (10) days more than the standard work year of the unit members as set forth in section 6.1. (Total 196 work days.)
 - 6.2.2 Speech Therapists and Librarians may be assigned up to ten (10) additional duty days beyond the standard work year as provided for in 6.1 above during each year of this Agreement with additional compensation provided on a per diem basis.
 - 6.2.3 The standard work year for teachers assigned as department chairs and activity director shall be two (2) days more than the standard work year for unit members as set forth in section 6.1 (Total 188 work days.)
- 6.3 The work year for new unit members shall be the standard work year for unit members set forth in section 6.1 plus one (1) additional day. Any other additional days, for new unit members shall be determined by mutual agreement of the District and the Association and shall be paid per diem.
- 6.4 By mutual agreement part-time unit members may provide days of service less than those provided herein.
- 6.5 As used in this section, "calendar" refers to the unit member work year calendar. Calendars shall be implemented in three-year cycles and mutually negotiated in the second year of each cycle subject to the following provisions:
 - 6.5.1 If an agreement cannot be reached by any calendar committee during a three-year cycle, the District and Association agree that this shall terminate the current three-year adoption cycle with the understanding that there will remain one more year under the previous calendar agreement.
 - 6.5.2 All negotiated calendar agreements are submitted to ratification by the NTA Representative Council and the NUSD Board of Education. If ratification is not achieved, the parties agree to meet and negotiation as soon as is practical.
 - 6.5.3 Calendars for each pending cycle shall be negotiated with the understanding that such negotiations shall be concluded by June 1st of the third year in a cycle. If negotiations are not completed by June 1st, then the calendar for the current (third) year shall be adopted for the succeeding year.

- 6.5.4 If for an emergency reason a site or sites are closed for a day or more and the District would lose Average Daily Attendance (ADA) revenue as a result of the closure, the Association and District agree to the following:
- 6.5.4.1 The District will make every effort to obtain a waiver from the State in accordance with established procedures.
 - 6.5.4.2 If the waiver request is denied, unit members at the involved site or sites shall, if directed by the District, provide the number of additional days of service which would allow the District to receive 180 A.D.A. revenue generating days for each of the sites involved. Any such additional service shall be without additional compensation.
 - 6.5.4.3 If any additional days are needed, they shall be scheduled by the District only after consultation with the Association.
- 6.6 Teachers will be free to spend the first workday of the school year in their classrooms except that, if there are no professional development days prior to the first student instructional day, the site administrator may call a mandatory one-hour site meeting which unit members are required to attend.
- 6.7 Unit members who are required by the District to perform additional duties or attend meetings, trainings or professional activities outside of the standard work year (as defined in sections 6.1 through 6.5) shall be compensated at the per diem rate. Unit members who engage in any of these activities outside of the standard work year (as defined) on a voluntary basis shall be compensated at the hourly rate set forth in section 13.11.

ARTICLE 7: WORK DAY

7.1 The workday shall be structured and directed by the immediate supervisor subject only to the provisions of this Article.

7.1.1 Instructional Day: The instructional day shall be the time prescribed by the District and/or the State of California for the instruction of pupils, as set forth in this Article.

7.1.2 Instructional minutes:

7.1.2.1 The maximum daily amount of pupil instructional time provided by unit members teaching Kindergarten shall not be less than 203 minutes. Kindergarten instructional minutes shall be equal throughout the District and in alignment with the Education Code. Kindergarten dismissal time will be four hours after the start of the student instructional day until the Friday of the week in which the fifteenth instructional day occurs. Thereafter, dismissal will be at the same time as all other students at the school site.

7.1.2.2 The maximum daily amount of pupil instructional time provided by the unit members teaching in grades K through 6 shall be 327 minutes

7.1.2.3 The maximum daily amount of pupil instructional time provided by unit members teaching in grades 7 through 12 shall be an average of 368 minutes including passing time for the school year.

7.2 The regular work day for full-time unit members except as provided in Sections 7.3 and 7.4 shall be seven hours (7) hours and thirty (30) minutes. The workday shall include a duty free lunch period equal to 30 minutes or the student lunch period, whichever is longer. During lunch, brunch, and preparation periods, unit members may elect to leave their worksite subject to prior approval of the site administrator(s)/designee, which shall not unreasonably be withheld.

7.2.1 The beginning and ending times of the work day may be mutually agreed upon by the individual unit member and the immediate supervisor as long as the work day does not exceed the amount provided for in Section 7.2 and conforms to the scheduled staff meeting times as included in the site/department Meeting Calendar.

7.2.1.1 The beginning of the work day shall begin no later than ten (10) minutes before the start of the instructional day.

7.2.2 Unit members who are required by the District to perform additional duties or attend meetings, trainings or professional development activities before or after the regular work day (as defined in section 7.2) shall be compensated at the hourly rate (see section 13.11). This section does not apply to adjunct Duties (as defined in section 7.15)

- 7.3 Program Specialists, Psychologist, Counselors, the District Nurse, and the Librarian shall provide service for seven hours and 45 minutes per day. Workday shall include a duty free, 45-minute lunch period.
- 7.3.1 The total number of hours per day provided by the librarian shall be the same as the teachers. However, the librarian shall provide service for 15 minutes beyond the teacher workday; to compensate, the librarian duty free lunch shall be extended 15 minutes beyond the teacher lunch period.
- 7.3.2 The regular work day for teachers assigned as department chairs shall be eight (8) hours and thirty (30) minutes. This work day includes a 30-minute duty free lunch or the student lunch period, whichever is longer.
- 7.4.1 Unit members on special assignment will provide service pursuant to a special contract.
- 7.4.1 No teacher in grades 7-12 shall be assigned to more than five (5) periods per day without the written permission of both the teacher and the Association.
- 7.4.1.1 Unit members shall be given first consideration for the assignment of a sixth period.
- 7.4.1.2 Every effort will be made to limit the number of six period assignments to one section per department.
- 7.4.1.3 Every effort shall be made to ensure that teachers new to the profession not be assigned to more than five (5) periods.
- 7.4.2 Special contracts for teachers on special assignment shall be in writing and shall include a job description prepared by the District.
- 7.4.2.1 Special assignments shall be full-time, part-time, or hourly based on the needs of the District and the availability of funding. The hours of part-time and hourly special assignments shall be agreed upon by the District and the teacher with the concurrence of the Association.
- 7.4.2.2 Special assignments may be for any period of time up to one school year or a period of time mutually agreed upon by the District and the teacher with the concurrence of the Association.
- 7.4.2.3 The special contract shall specify compensation and other appropriate terms.
- 7.4.3 Reasonable advance notice (prior to posting) shall be provided to the Association.
- 7.4.4 The evaluation procedures for each teacher on special assignment shall be agreed upon by the District and the teacher with the concurrence of the Association.

- 7.4.5 Special assignments resulting from the receipt of grant monies may be given to the author of the grant application and related paperwork provided there is a single author. The posting procedures shall not apply to such special assignments.
- 7.5 Part-time unit members shall, consistent with their FTE, provide service for less than the hours set forth in this article. Unit members' part-time status shall be taken into account in the assignment of duties.
- 7.5.1 Part-time employees who are asked to extend their workday beyond their contract for staff development shall be compensated at their per diem rate. Part-time employees who are asked to extend their workday beyond their contract for staff meetings that do not contain any staff development shall be compensated at the hourly rate set forth in section 13.11. This extension of their workday to attend a staff meeting shall be voluntary.
- 7.6 One preparation period per day, or the equivalent thereof, shall be provided classroom teachers in grades seven through twelve, except in the alternative programs.
- 7.7 Teachers in grades K-6 shall have three (3) District-paid preparation periods per week of 40 minutes non-student contact time. Unit members' part-time status shall be taken into account in the allocation of preparation time. There shall be one (1) day of the week designated a teacher preparation day for grades K-6 on which the student instructional day shall be 240 minutes. District paid preparation periods shall occur within the instructional day and shall be staffed or otherwise provided in a manner determined solely by the District following consultation with the Association
- 7.7.1 An elementary teacher shall not be assigned a Monday preparation period for three consecutive years. If an elementary teacher has been assigned a Monday preparation period for two consecutive years, the site principal shall obtain the teacher's written permission before assigning a Monday preparation period for a third consecutive year on the form designed for this purpose. (See Appendix S)
- 7.7.2 The teacher preparation day shall be uniform throughout the District, and will not be shifted because of holidays.
- 7.7.3 Friday preparation days shall be utilized for teacher-directed preparation and planning activities except as follows:
- 7.7.3.1 For the 2020-2021 school year, twelve (12) Fridays shall be used as follows:
- Ninety (90) minutes for collaboration, professional development and related activities designed to assist teachers in implementing effective instructional practices. These activities shall be determined by the site administrator in consultation with the site leadership team and may include by way of example: PLCs, PBIS, District and site-based initiatives, mandatory trainings, and site-based committee meetings.

- Forty (40) minutes for teacher-directed preparation and planning activities.
 - 7.7.3.2 For the 2021-2022 school year, ten (10) Fridays shall be used as described in section 7.7.3.1.
 - 7.7.3.3 Upon expiration of this Agreement, commencing with the 2022-2023 school year and continuing thereafter, unless negotiated otherwise by the parties, twelve (12) Fridays shall be used as described in section 7.7.3.1.
- 7.7.4 Nothing in this article shall preclude bargaining unit members from volunteering to work collaboratively during their preparation time.
- 7.7.5 TK teachers shall provide 135 minutes of support and/or enrichment on a weekly basis. These additional minutes shall take place after the TK instructional day has ended.
- 7.7.6 This support shall begin as soon as feasible at the beginning of the school year.
- 7.7.7 All elementary school sites shall participate in this support and/or enrichment plan.
- 7.7.8 Principals and TK teachers at each site shall consult on the specific implementation. This consultation does not limit any of the rights contained in Article 4.
- 7.8 Not more than 25 teaching hours per week will be assigned regular classroom teachers in grades 7-12 except in the alternative programs.
- 7.9 Effort will be made, as in past years, not to assign more than three (3) class preparations to regular classroom teachers in grade levels 7 through 12 except in the alternative programs.
- 7.10 Teachers in grades kindergarten through six who are relieved by resource teachers hired by SIP or any other non-general purpose (i.e., restricted) funds, may use whatever time they are relieved for the purpose of class preparation, meeting with parents, or other teacher-initiated instructional activities, exclusive of supervision, except in cases of campus disruptions.
- 7.11 All teachers and specialists shall have the same amount of unencumbered preparation time as other unit members at their grade level.
 - 7.11.1 The following subsections apply only to elementary science and P.E. resource teachers and specialists:
 - 7.11.1.1 A five (5) minute passing or transition time shall be provided between each teaching session.
 - 7.11.1.2 No more than seven (7) teaching sections shall be scheduled in any one day.
 - 7.11.1.3 Thirty (30) teaching sections and three (3) preparation periods per week equal in length to a teaching section shall equal a full-time assignment. For teachers assigned to more than one site for which travel is required,

29 teaching sections and three (3) preparation periods per week equal in length to a teaching section shall equal a full-time assignment.

7.11.1.4 Scheduled recess and lunch shall not be included as part of preparation time.

7.12 Unit members may be required to return to school for academic parent meetings such as Back to School Night, Open House, and Report Card Night. There may be up to two (2) such events per year. Any school(s) in program improvement (or its functional equivalent in any new accountability model) may have one (1) additional event. On the days of these events, unit members may leave the worksite at the end of the pupil instructional day.

7.12.1 Dates for these after school events, insofar as they are known, shall be provided to all affected staff and the Association within the first two weeks of the student instructional year.

7.13 Staff Meetings:

7.13.1 Staff meetings are defined as site-specific general, academic program, department, or grade level meetings. Agendas for staff meetings should be provided at least one workday in advance, absent exigent circumstances.

7.13.2 Staff meetings shall be limited to 20 hours, per year, beyond the regular workday.

7.13.2.1 Commencing with the 2020-2021 school year and continuing through the term of this Agreement, staff meetings shall be limited to 10 hours per year beyond the regular workday. Upon the expiration of this Agreement, this section 7.13.2.1 shall expire automatically and the provisions of section 17.3.2 shall apply.

7.13.3 Individual staff meetings shall be limited to 30 minutes beyond the regular workday unless extended by a majority vote of the faculty at the site.

7.13.4 By the end of the second full week of each school year, the site administrator will provide the staff at each school with a meeting calendar identifying all anticipated meetings for the year. The Meeting Calendar, which is considered tentative and subject to change, will identify which meetings are mandatory and which are voluntary. Copies of materials provided at voluntary meetings will be available at the site for those who do not attend.

7.14 All duties within the workday, which do not require full faculty participation, shall be equitably distributed among unit members. Distribution of such duties for unit members who work at multiple sites shall be equitable with unit members who work at one site.

7.15 Adjunct Duties: Adjunct duties are non-instructional duties outside of the workday.

7.15.1 Unit member participation on all District and site committees shall be on a voluntary basis and considered adjunct duties.

7.15.2 Any adjunct duties performed by a unit member beyond the contractually specified time, which involve non-classroom supervision of pupils, shall be on a voluntary basis.

- 7.15.3 By May 1 of the preceding school year, staff at each site and the Association will be provided with a list of anticipated adjunct duties for the ensuing year insofar as they are known at that time, including the estimated time necessary to complete each duty. This list is subject to modification at the beginning of the ensuing school year based on changed circumstances.
- 7.15.4 Unit members shall not be required to sign up for more than two (2) adjunct duties per year from the list provided in section 7.15.3. If there are insufficient volunteers, then these duties shall be equitably distributed among unit members based upon the estimated time necessary to complete each duty taking into account travel time to and from offsite duties.
- 7.15.5 Distribution of adjunct duties for unit members who work at multiple sites shall be equitable with unit members who work at one site.
- 7.15.6 The following unit members shall not be required to perform an adjunct duty: program specialists, school psychologists, and speech language therapists.
- 7.16 The District shall provide the Association with an accounting of the student instructional time as set forth below:
 - 7.16.1 Before the first day of school, the District shall provide the Association with actual bell schedules for all sites for the year, including minimum days, and special bell schedules.
 - 7.16.2 If at any time there is to be a change in bell schedule, the District shall inform the Association before the change is implemented.
- 7.17 If an IEP, SST or 504 plan meeting goes beyond the regular work day (section 7.2), the District will offer a flex work schedule to the unit members. At the beginning of the IEP, SST or 504 plan meeting the Principal or designee will restate the end time of the meeting and stress that the time must be honored. If the IEP extends beyond the regular work day, all unit members who stay beyond the regular work day will be given flex time. The flex time will be tracked by the unit member. To use flex time, a change-in-hour form will need to be filled out. Unit members shall have the discretion of use the flex time at their own convenience with the approval for their site administrator which shall not be unreasonable withheld. Flex time shall only be used during non-instructional time. Administrators and office staff will be trained on the flex time policy. The flex time form shall be included as an appendix to this Agreement. Flex time must be utilized within three (3) months of the date on which it was earned. Flex time may not be "banked" past this period or compensated in lieu of use.
- 7.18 Administrative Designees
 - 7.18.1 An administrative designee is a unit member who voluntarily and temporarily assumes the responsibilities of a site administrator.
 - 7.18.2 The District shall defend, indemnify and hold harmless, consistent with law, individual unit members who serve as designees from any legal proceedings arising out of the performance of their duties in this position.

ARTICLE 8: CLASS SIZE

8.1 For purposes of this section, class size is defined as follows:

- 8.1.1 Class size in Grades TK-6 and in the alternative programs is defined as the number of students enrolled in a teacher's classroom as reflected in the current District attendance reporting system.
- 8.1.2 Class size in Grades 7-12 is defined as the number of students enrolled in an instructional period as reflected in the current District attendance reporting system.
- 8.1.3 If a student with exceptional needs is mainstreamed into a general education class, the affected unit member may request a conference with the site administrator and appropriate special education case manager to discuss potential impacts on time management and preparation. The District shall make every effort to meet the needs of the student consistent with the IEP.

8.2 The TK-3 grade level class size shall not exceed 26 ("class size limit" or "CSL"), and no class shall exceed 29 ("class size maximum" or "CSM").

- 8.2.1 The District and the Association agree that the grades TK-3 CSL/CSM provided in section 8.2 above constitutes a "collectively bargained alternative ratio" pursuant to Education Code section 42238.02 which qualifies the District to receive an additional adjustment to the TK/Kindergarten through grade 3 base grant ("Grade Span Adjustment (GSA)" funding) under the Local Control Funding Formula (LCFF).
- 8.2.2 If state law or regulations are modified in a manner that would cause the District to incur a penalty or loss of TK-3 GSA funding under the LCFF, the parties agree to meet and negotiate immediately over modifications to the "Class Size Alternative Ratio" provided in section 8.2 above so as to prevent any loss of revenue.
- 8.2.3 Special education, adaptive physical education, and ELD classes shall not be included in computing the District class size average for grade levels TK-3.
- 8.2.4 As of the seventeenth student attendance day and thereafter, if it becomes necessary to exceed the CSL, a monthly stipend of \$150 per student over the CSL shall be provided to the teacher. Elementary prep teachers are exempt from this position.
- 8.2.5 The CSL and CSM for combination classes at grade level TK-3 shall be two (2) fewer students than those designations set forth in section 8.2 above.
- 8.2.6 Grade level TK-3 P.E. and Science Specialists' CSM shall not exceed twenty-nine (29), or the CSM number determined by Board discretion pursuant to section 8.2 above, whichever is greater. Special Day Class students, when an instructional aide is also present, shall not be counted in the CSM. The SDC teacher(s), specialist teacher(s), affected grade level teachers, site administrator and one (1) site NTA representative shall meet and confer as necessary to

discuss methods to mitigate the number of such SDC students attending specialist classes at one time.

8.3 At the 4-6-grade level the CSL shall not exceed 31.

- 8.3.1 As of the seventeenth student attendance day and thereafter, if it becomes necessary to exceed the CSLs set forth in section 8.3 above, a monthly stipend of \$150 per student over the CSL shall be provided to the teacher. Elementary prep teachers are exempt from this provision.
- 8.3.2 In no event shall any grade four (4) through six (6) classes exceed thirty-four (34) pupils (the CSM).
- 8.3.3 This stipend in section 8.3.1 shall apply to combination classes at grade levels four (4) through six (6), which exceed twenty-nine (29), with a maximum of thirty-one (31).
- 8.3.4 Elementary P.E. and Science Specialists' class size shall not exceed thirty-four (34). Special Day Class students, when an instructional aide is also present, shall not be counted in the CSM. The SDC teacher(s), specialist teacher(s), affected grade level teachers, site administrator and one (1) site NTA representative shall meet and confer as necessary to discuss methods to mitigate the number of such SDC students attending specialist classes at one time.

8.4 Grades 7-8 daily student contacts in language arts, modern language, science, math, and social studies

- 8.4.1 Daily student contacts shall not exceed one hundred fifty five (155).
- 8.4.2 If it is necessary to exceed the maximum daily contacts as of the seventeenth student attendance day and thereafter, the District shall provide the teacher one stipend of \$60.00 per student per month. In no case shall daily student contacts exceed 170.
- 8.4.3 The District shall make every effort to prevent individual class sizes from exceeding thirty-four (34) students. In addition, the distribution of students will be made as equitably as possible so long as program needs are met.

8.5 Grades 9-12 daily student contacts in language arts, modern language, science, math, and social studies.

- 8.5.1 Daily student contacts shall be limited to one hundred fifty-five (155).
- 8.5.2 Maximum daily student contacts shall not exceed one hundred seventy (170).
- 8.5.3 If it is necessary to exceed the daily student contact limit of 155 as of the seventeenth student attendance day and thereafter, the District shall provide the teacher a stipend of \$60.00 per student per month
- 8.5.4 The District may exceed the maximum daily contacts of 170 when it is necessary to do so only with the mutual written consent of the site administrator and the affected teacher using the form in Appendix P. A stipend of \$70.00 per

student per month shall be paid when 170 daily contacts is exceeded as of the seventeenth student attendance day and thereafter.

- 8.5.5 For the first sixteen student attendance days, the CSM in language arts, modern language, science, math, and social studies shall be thirty-seven (37).
- 8.5.6 The District will staff at a student-teacher ratio of 35:1 for electives not enumerated in section 8.6 below.
- 8.5.7 The District shall make every effort to prevent individual class sizes from exceeding thirty-four (34) students. In addition, the distribution of students will be made as equitably as possible so long as program needs are met.
- 8.6 In grades 7-12, daily student contacts shall not exceed two hundred twenty-five (225) students for the following classes: Physical Education; performance classes such as Vocal/Instrumental Music; Drama; and any class not specified in 8.4 and 8.5. If it is necessary to exceed this limit as of the seventeenth student attendance day and thereafter, the District shall provide the teacher one stipend of \$60.00 per student per month.
 - 8.6.1 The District will consult with the Association if it intends to add classes in which maximum participation is encouraged and to which section 8.6 would apply.
- 8.7 The district agrees to the following targets: Adaptive Physical Education, Speech and Language Pathologists 55:1 (district average); Special Education Day Class (SDC) Teachers 12:1; Resource Specialists (RSP) 28:1; Visual Mobility Instruction 20:1.
- 8.8 Unit members who wish to exceed these limitations may establish alternate limits with the mutual agreement of the site administrator and the Association.
- 8.9 If a parcel tax is passed which provides funding to the District that may be used for reducing class sizes, the parties agree to meet to determine how to best use the funds to improve the staff to student ratio(s).

ARTICLE 9: EVALUATION AND SYSTEM OF EDUCATOR SUPPORT

9.1 The primary objective of the evaluation procedure is to assess and improve the educational services being provided to the District's students by unit members and to assist unit members in improving their professional skills in identified areas of needed improvement. While evaluation procedures may, in individual instances, be used in disciplinary/discharge proceedings for evidentiary purposes, such use is not the principle objective of evaluation procedures contained in this Article, and such disciplinary proceedings may be undertaken independently of evaluation procedures.

9.1.1 The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the procedural requirements of this Article. Accordingly, no grievance arising under this Article shall challenge the substantive judgment of the evaluator or District, and any grievance arising under this Article shall be limited to a claim that the procedures of this Article have been violated.

9.1.2 District administrators shall adhere to the evaluation and assessment guidelines as listed in Education Codes 44662-44664.

9.1.3 Each bargaining unit member shall not have more than one evaluator concurrently.

9.1.4 All bargaining unit member evaluation and observation forms, roles and responsibilities, rubrics, procedures, and processes are attached to this Agreement as the Educator Effectiveness Evaluation (E3) Process and Forms Handbook (see Appendix G) and the Rubric Handbook (see Appendix H). Both parties agree to adhere to these handbooks, understanding that the handbooks and provisions of the program may be revised by the mutual consent of the Association and the District at any time.

9.1.5 The evaluation of unit members shall not include the use of publishers' norms established by standardized tests (See Ed. Code Section 44662).

9.1.6 The Educator Effectiveness Evaluation processes shall comply with relevant NUSD Board Policies and Administrative Regulations.

9.2 Constraints

9.2.1 Factors which might hinder the achievement of the objective are identified as constraints.

9.2.2 Teaching Conditions

9.2.2.1 Adequate textbooks, reference books, equipment, supplies, materials, storage space and classroom facilities will be considered in the performance of a unit member's duties.

9.2.2.2 Repairs of equipment and instructional devices shall be made as soon as possible. The District shall provide an adequate replacement for use when available. Availability shall include rental where appropriate.

- 9.2.2.3 Except in emergencies, repairs and maintenance of classrooms shall be made at a time which will not interfere with the instructional program. However, should the health, safety or welfare of students be endangered, appropriate action shall be taken to correct the problem.
- 9.2.2.4 The presence or absence of such constraints/conditions shall be taken into consideration by the evaluator.

9.3 Assessment Methods

- 9.3.1 Methods to be utilized in the assessment of student progress shall be consistent with the stated objectives. Such methods of assessment may include use of state, District, and/or departmental test norms [but not publishers' norms established by standardized tests (See Ed. Code section 44662)] utilizing pre- and post-testing methods; product output measuring quality and/or quantity; performing output; observation and records; and other techniques.
- 9.4 A unit member participating in Advisory or Structured Improvement and Review (SIR) shall not be eligible for voluntary transfer or voluntary reassignment while he/she remains in the program.
- 9.5 All proceedings and materials related to Advisory and Structured Improvement and Review regarding specific unit members shall remain confidential to the extent required by law. Panel Members, Advisors, and participating unit members may disclose information related to evaluation, reports, and other personnel matters only as necessary to administer this Article and its accompanying handbooks. The District reserves the right to use such documents in subsequent disciplinary actions as per contract language.
- 9.6 Nothing herein shall be interpreted at any time as limiting the authority of the Board to initiate any form of discipline of any unit member participating in Advisory or SIR. Contract language regarding discipline and due process shall apply.
- 9.7 A unit member may not continue to serve as a Peer Coach or Advisor if appointed to an administrative position. This shall not apply to unit members voluntarily serving as administrative designees.
- 9.8 Functions performed pursuant to this Article, and accompanying handbooks, by bargaining unit members shall not constitute either management or supervisory functions.
- 9.9 All actions of the Educator Support Panel shall be approved by reaching consensus.
- 9.10 The District shall defend, indemnify, and hold harmless the Association, individual Panel Members, Peer Coaches, and any Advisors against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the performance of their respective duties under this program.

ARTICLE 10: REASSIGNMENT/TRANSFER

The parties agree to the deletion of Appendix L (Consensus and Collaboration for Reassignment).

The intent of this article is to set forth clear and transparent procedures to be followed when a vacancy exists. Voluntary transfer and reassignment procedures do not apply when no vacancies exist. This means there is no “open bidding process” for positions that have already been filled.

10.1 Definitions

10.1.1 Vacancy

A vacancy is a full-time or part-time certificated position that has not been filled after all positions have been assigned to available staff.

10.1.2 Reassignment

A reassignment is a change within the same work site in grade level in grades preschool-6, or a change in department in grades 7-12. For purposes of this Article, Birch Grove Primary and Birth Grove Intermediate are considered one school site.

10.1.3 Transfer

A transfer is a change of a unit member's school or work site within the unit member's credential authorization.

10.2 Priority in Assignment Changes

Except for Administrative Transfers and Reassignments (sections 10.5.5 and 10.7.2) all changes in assignments and transfers shall be prioritized to occur in the following order:

10.2.1 Voluntary reassignment.

10.2.2 Involuntary reassignment or transfer (to include displaced unit members).

10.2.3 Volunteer transfer.

10.2.4 Involuntarily reassigned or transferred unit members (this excludes Administrative Transfers and Reassignments under sections 10.5.5 and 10.7.2) and shall not be involuntarily reassigned or transferred again for a minimum of three school years, except upon mutual agreement between the unit member and the administrator or as may be required to enforce the legal rights of unit members with regard to layoff, displacement and reemployment.

10.3 Vacancies

The District has the exclusive right to determine when and where a vacancy exists.

10.3.1 Posting of Vacancies

- 10.3.1.1 When a vacancy exists, the District shall announce such vacancy within a site and grade level description for grades preschool through 6, a site and department description for grades 7 through 12 by sending an email to all bargaining unit members.
- 10.3.1.2 All voluntary transfer/reassignment applicants shall be granted the opportunity to be interviewed before the position is filled.
- 10.3.1.3 At least five (5) workdays shall be allowed to provide ample opportunity to apply for the vacancy. The timeline will commence on the date of the email. For vacancies which occur between the last school day and July 31, email notices shall open for seven (7) workdays. The timeline will commence on the date of the email.

10.3.2 Criteria for Filling Vacancies

The following criteria shall be reviewed when considering applications for a vacancy:

- 10.3.2.1 Certification requirements.
- 10.3.2.2 The qualifications, including the recent job related training of the unit member compared to those of other candidates for both the position to be filled and the position to be vacated.
- 10.3.2.3 The needs for efficient operation of the District, and the professional needs of the unit member(s).
- 10.3.2.4 If two or more unit members' interview and are both being considered for the same position and all of the criteria in this section having first been considered and being found equal, a unit member's length of service with the district will be the determining factor. This paragraph only applies if the final choice is between unit members.

10.4 Voluntary Reassignments

- 10.4.1 A unit member may apply for any vacant position within their work site pursuant to 10.3 above and such application shall receive consideration.
- 10.4.2 The filing of an application for reassignment is without prejudice to the unit member.

10.5 Involuntary and Administrative Reassignments

Involuntary reassignments occur when a vacancy at a worksite has not been filled through the voluntary reassignment process. The District also has the right to involuntarily reassign any unit member when the Superintendent or designee determine that such an assignment is in the best interest of the District, subject only to the following sections below, and provided that such reassignment shall not be punitive in nature.

- 10.5.1 Involuntary reassignments shall be made according to the following criteria. The site administrator shall meet with potentially impacted unit member(s) and the Association site representative to review application of these criteria prior to making a final decision on the involuntary reassignment.
- 10.5.1.1 Credential requirements
 - 10.5.1.2 The needs for the efficient operation of the District.
 - 10.5.1.3 The professional needs of the unit member.
 - 10.5.1.4 All other criteria deemed equal, unit members with the shortest length of service with the district shall be reassigned. Directly impacted unit members shall be accorded first priority for filling all vacancies that arise for which they have an appropriate credential. When two or more unit members in these cases apply for the same vacancy, the position shall be given to the unit member with the greatest length of service to the district. Nothing in this paragraph is intended to circumvent or modify the laws and regulations pertaining to layoffs.
 - 10.5.1.5 Decisions arrived at pursuant to this section are not subject to the grievance procedure.
 - 10.5.1.6 Notice of reassignment shall be given to unit members as soon as feasible.
- 10.5.2 If an involuntary reassignment occurs after the beginning of a semester or trimester, the unit member shall be given between three and five days without classroom duties to prepare for the new assignment. In addition the unit member may expend up to \$300 through District purchasing procedures for supplemental instructional materials within thirty (30) calendar days following the first date of service in the position to which they were reassigned.
- 10.5.3 Unit members who are involuntarily reassigned after receiving their tentative assignment and prior to the start of the subsequent school year may expend up to \$300 through District purchasing procedures for supplemental instructional materials within thirty (30) calendar days following the first date of service in the position to which they were reassigned.
- 10.5.4 Administrative Reassignment: Administrative reassignments may be made for just cause for reasons such as conflict among unit members.
- 10.5.5 Involuntary reassignments caused by changes in enrollment shall not occur later than fifteen (15) workdays into the semester or trimester.

10.6 Voluntary Transfers

- 10.6.1 A unit member may apply for any position posted pursuant to 10.3 above and such application shall receive consideration. A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.

- 10.6.2 Notwithstanding any other provision of this agreement, a unit member who requests a voluntary transfer to a school that is ranked in Deciles 1 to 3 inclusive shall not be transferred to that school if the site principal refuses to accept the transfer.
- 10.6.3 Notwithstanding any other provision of this agreement, for voluntary transfer requests to any school site submitted after April 15 of the school year prior to the year in which the transfer would become effective, the District may consider and select outside applicants who have applied for such vacancies on the same basis as unit members currently employed by the District.
- 10.6.4 The filing of an application for transfer is without prejudice to the unit member.
- 10.6.5 A request for a voluntary transfer (as defined in section 10.1.3) to a vacant position from which a unit member was previously laid off, shall be approved subject to the following sections.
- 10.6.5.1 Section 10.6.5 shall apply only to requests for voluntary transfers made at the beginning of the year (i.e., prior to the start of the first student attendance day) for the first and second years following reemployment.
- 10.6.5.2 Section 10.6.5 shall not be implemented in a manner which would result in the interference with, violation, or modification of a current or laid off unit member's statutory rights, including reemployment rights, or contractual rights (by way of example only, see section 11.1.5).
- 10.6.6 The site administrator of the school from which a teacher is attempting to transfer will not be required to sign off on any transfer forms.
- 10.7 Involuntary and Administrative Transfers
- 10.7.1 Involuntary Transfers
- The District also has the right to involuntarily transfer any unit member when the Superintendent or designee determines that such an assignment is in the best interest of the District, subject only to the following sections below, and provided that such transfer shall not be punitive in nature.
- 10.7.1.1 In the event of a need to involuntarily transfer a unit member, the District shall notify in writing all teachers with appropriate certification of the following:
- 10.7.1.1.1 a description of the position, including grade, subject and site;
- 10.7.1.1.2 a request for volunteers; and
- 10.7.1.1.3 a statement that an involuntary transfer will result should no volunteers materialize.

- 10.7.1.2 Involuntary transfer criteria shall be the same as those identified in sections 10.2.2.1 through 10.2.2.4.
- 10.7.1.3 Notice of transfer shall be given to unit members as soon as feasible.
 - 10.7.1.3.1 A unit member subject to an involuntary transfer may request a meeting with the Superintendent or designee, at which time the unit member shall be informed of the reasons for the transfer. The transfer shall be made only after such a meeting. The unit member shall be given, upon written request, written reasons for the transfer.
- 10.7.1.4 If an involuntary transfer occurs after the beginning of a semester or trimester, the unit member shall be given between three and five days without classroom duties to prepare for the new assignments. In addition the unit member may expend up to \$300 through District purchasing procedures for supplemental instructional materials within thirty (30) calendar days following the first date of service in the position to which they were transferred.
- 10.7.1.5 Unit members who are involuntarily transferred after receiving their tentative assignment and prior to the start of the subsequent school year may expend up to \$300 through District purchasing procedures for supplemental instructional materials within thirty (30) calendar days following the first date of service in the position to which they were transferred.
- 10.7.1.6 Involuntary transfers caused by changes in enrollment shall not occur later than fifteen (15) workdays into the semester.

10.7.2 Administrative Transfers

Administrative transfers may be made for just cause such as following reasons:

- 10.7.2.1 Conflict among unit members
- 10.7.2.2 Conflict between a unit member and administration
- 10.7.2.3 Conflict between a unit member and the community

10.8 Annual Assignments

- 10.8.1 Tentative assignments, including course, grade level and site, for the ensuing school year shall be communicated to unit members at least 10 instructional days before the last workday of the school year insofar as feasible, written notice of the tentative assignments shall be given on or

before the last workday of the school year. If a unit member's assignment for the ensuing school year is to be changed for any reason arising within 10 instructional days before the end of the last workday of the school year, the District shall notify the affected employee immediately.

ARTICLE 11: LEAVES

11.1 General Provisions

- 11.1.1 A unit member on a paid leave of absence, unless otherwise provided by this Agreement or the Education Code, shall receive salary and may continue to pay for benefits available under the terms of the District's Internal Revenue Code section 125 plan the same as if he/she were not on leave. A unit member on unpaid leave may continue to pay for benefits available under the terms of the District's Internal Revenue Code section 125 plan the same as if he/she were not on leave.
- 11.1.2 Part-time contract or regular employees shall be entitled to leaves of absence on a prorated basis.
- 11.1.3 "Member(s) of the immediate family" as used in this Article shall mean the spouse and parents, foster parents, legal guardians, children, grandparents, grandchildren, sons and daughters-in-law, brothers or sisters, aunts or uncles of the unit member or of the unit member's spouse, or any relative living in the immediate household of the unit member. For the purposes of Bereavement Leave, "immediate family" will include domestic partners.
- 11.1.4 A unit member returning from an absence which was not of a predetermined duration must contact the District Human Resources Office by two p.m. on the day preceding his/her return. In the event that a substitute is employed due to the unit member's failure to notify the District Human Resources Office of his/her intent to return, the substitute will be retained.
 - 11.1.4.1 A unit member who is absent on the day preceding a holiday or weekend shall be expected to return to work on the day following the holiday or weekend unless the District Human Resources Office receives additional notification of absence or the absence was of a predetermined duration.
- 11.1.5 At the expiration of a leave of absence of two semesters or fewer, the unit member shall, unless he/she agrees otherwise, be reinstated in the position held by him/her at the time the leave of absence was granted, so long as the position exists. Unit members whose leave of absence exceeds two semesters will be placed in a position for which they are qualified/credentialed.

11.2 Sick Leave

- 11.2.1 Full-time contract and regular unit members shall receive 10 days of Sick Leave credit per basic contract year. Except as provided herein, credited Sick Leave may be utilized at any time during the contract year for reasons of illness, accident or quarantine which makes performance of duties impractical.
 - 11.2.1.1 Department chairs serving in such positions on or before July 1, 2013 shall continue to receive sick leave credit at the rate in effect as of initial employment in those positions.

- 11.2.1.2 Department chairs initially employed in such positions after July 1, 2013 shall receive sick leave credit at the rate specified in section 11.2.1 above.
- 11.2.2 Sick Leave will be credited to returning unit members as of July 1 of each contract year. By October 30, the District will make every good faith effort to provide each unit member a statement of Sick Leave credit and total Sick Leave accumulation.
- 11.2.3 Earned and unused Sick Leave shall be accrued from one year to the next. At the time of service retirement, earned and unused Sick Leave shall be credited for retirement provided that such a practice is permitted by the State Teachers' Retirement System.
- 11.2.4 A Unit member may at his/her discretion use up to twenty-five (25) days of accrued, unused sick leave to care for an ill spouse, parent or child, and such use of sick leave shall not be counted against the unit member's unpaid Family Care Leave (section 11.17), if the unit member is eligible for Family Care Leave. The District may require a statement from a licensed physician or recognized practitioner, or a statement signed by the unit member, which verifies the medical necessity of the unit member's use of sick leave under this section.
- 11.2.5 Unit members employed for a contractual period longer than the basic contractual period as defined in Section 6.1 shall receive .25 of an additional day of Sick Leave credit for each additional 5 required work days.
- 11.2.6 The District may require that a unit member provide a statement from a licensed physician or recognized practitioner, to verify illness and/or ability to work. Such statement normally will not be required for absences of less than three days or in circumstances in which the District is following governmental guidelines to direct unit members not to report to work.
- 11.2.6.1 A unit member may be required by the Superintendent to obtain a statement from a licensed physician or recognized practitioner certifying the unit member's ability to perform the essential functions of his or her position in a safe and healthful manner, with or without reasonable accommodation.
- 11.2.7 After all earned Sick Leave at full pay, as provided herein, has been used and additional absence due to illness or injury is necessary, the unit member shall receive that amount of pay equal to the difference between the unit member's pay and the amount paid to a substitute or, if a substitute is not utilized, the difference between the unit member's pay and the amount which would have been paid to the substitute. A maximum 100 days per illness or accident shall be provided for this purpose pursuant to Education Code section 44977. Upon the exhaustion of Sick Leave and substitute differential pay, and in the event that the unit member remains unable to return to duty, the unit member shall be placed on a rehire list in accordance with Education Code section 44978.1.
- 11.2.8 Sick Leave for Adult School hourly unit members shall be earned at the rate of one hour for every 18 hours of paid service.

11.3 Extended Health and/or Disability Leave

- 11.3.1 In case of long-term disability, the unit member shall be eligible for up to 18 months extended health and/or disability leave without pay.
- 11.3.2 Any unit member qualifying for an STRS (State Teachers' Retirement System) disability allowance for a disabling impairment which is amenable to treatment that could be expected to restore ability to work shall be eligible for a leave of absence for the duration of the disability.

11.4 Personal Necessity Leave

- 11.4.1 Unit members may use up to ten (10) days per year of credited Sick Leave for purposes of Personal Necessity.
- 11.4.2 Such utilization shall be limited to circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and which cannot be dealt with before or after duty hours or on weekends. Examples of reasons for which approval shall not be granted are:
 - 11.4.2.1 Political activities or demonstrations;
 - 11.4.2.2 Vacation, recreation, or social activities;
 - 11.4.2.3 Civic or organization activities;
 - 11.4.2.4 Employee association activities; and
 - 11.4.2.5 Occupational investigation unless a unit member receives a Reduction in Force notice.
- 11.4.3 Employees shall submit a request for Personal Necessity Leave approval on a District-approved form to the immediate supervisor, normally not less than three working days prior to the beginning date of the leave. The prior approval required for Personal Necessity Leave shall not apply to the following reasons:
 - 11.4.3.1 Death or serious illness of a member of the unit member's immediate family;
 - 11.4.3.2 Accident involving the person or property of the unit member or of the unit member's immediate family; or
 - 11.4.3.3 If the reason for the leave became known at such time that would preclude the unit member from securing advance approval.
- 11.4.4 When prior approval is not required, the unit member shall make every effort to comply with District procedures for notification of absence.

- 11.4.5 Immediately upon return to duty, the unit member shall complete the appropriate District form(s) and submit the same to the District Human Resources Office.
- 11.4.6 In extraordinary immediate family matters, which are not covered in 11.4.2, a unit member may utilize up to two days of allowable Personal Necessity Leave in each contract year.
- 11.4.7 The unit member shall provide, upon District request, additional clarification and/or verification of the use of personal necessity leave.

11.5 Personal Business Importance Leave

- 11.5.1 Unit members shall receive a maximum of two (2) days leave with pay for purposes of compelling personal business/importance. These days may be taken consecutively. Days not used shall be added to accumulated Sick Leave.
- 11.5.2 Such leave will not be authorized for employee organization activities.
- 11.5.3 Employees shall notify the Human Resources Office three (3) days prior to taking Personal Business/Importance Leave. The unit member who requests days for personal business/importance reasons shall then complete the leave form stating that day(s) taken are for compelling importance reasons.

11.6 Pregnancy Disability Leave

- 11.6.1 A leave of absence without pay may be granted a female unit member during any period of her pregnancy. Such leave will normally be requested a minimum of 30 days in advance of the leave commencement date.
- 11.6.1.1 The female unit member shall utilize Sick Leave during any period of disability resulting from pregnancy, childbirth or related medical conditions provided that the dates of such disability shall be certified by the unit member's physician or recognized practitioner. If a unit member exhausts all Sick Leave and remains disabled resulting from pregnancy, childbirth or related medical conditions then she shall be afforded leave under section 11.2.7 above.
- 11.6.1.2 Commencing the date of this Agreement, if the female unit member has any remaining accumulated Sick Leave after she has been released to return to work by her physician or recognized practitioner, she may use that leave up to twelve (12) weeks consistent with Child Bonding Leave under the California Family Rights Act (CFRA) described in section 11.7 below in addition to the period of time, if any, that she was disabled due to pregnancy, childbirth or related medical conditions according to section 11.6.1.1 above.
- 11.6.1.3 The catastrophic leave provisions of the Agreement shall not apply to normal pregnancy.

11.7 Child Bonding Leave

Employees may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the CFRA.

- 11.7.1 Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, employees must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.
- 11.7.2 For mothers, the 12 week child bonding leave shall commence at the conclusion of (but need not be immediately following) any pregnancy disability leave.
- 11.7.3 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave and run concurrently with Family Care Leave described in 11.17 below.
- 11.7.4 If an employee exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12 week period.
- 11.7.5 Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.
- 11.7.6 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

11.8 Child Rearing Leave

- 11.8.1 A leave of absence without pay may be granted a unit member for the remainder of the school year in which the birth or adoption of a child occurs. Such leave may be extended an additional school year. This leave shall be coordinated with Family Care Leave (Article 11, section 11.17).
 - 11.8.1.1 Under special circumstances, a Child Rearing Leave of up to one year may be granted for purposes of attending to a dependent child. This leave shall be coordinated with Family Care Leave (Article 11, section 11.17).

11.9 Bereavement Leave

- 11.9.1 A unit member shall be eligible for a temporary leave of absence for the death of any member of the immediate family (as defined in section 11.1.3) without loss of salary. This leave will be for no longer than three days, except when one-way travel of more than 200 miles is required; five days will be authorized. Additional days of absence beyond those described in this section may be provided under the terms of Personal Necessity Leave. Use of this leave shall commence within seven calendar days from the date of the death of the family member and days used shall be taken consecutively,

unless prior written authorization is obtained from the District which shall not be unreasonably withheld.

11.10 Industrial Accident and Illness Leave

- 11.10.1 A unit member is eligible for Industrial Accident and Illness Leave because of occupational injury or illness.
- 11.10.2 A unit member who is absent from duty due to illness or injury resulting from an industrial accident qualifying him/her for Worker's Compensation will be granted an Industrial Accident Leave under the following conditions:
 - 11.10.2.1 Industrial Accident Leave applies from the first day of such absence from duty to and including the last day of such absence from duty but not exceeding 60 working days in any fiscal year for the same industrial accident.
 - 11.10.2.2 The amount of salary paid to such unit member in any calendar month will be the salary he/she would have received had he/she not suffered the industrial accident or illness. If the unit member is still absent from duty as a result of such industrial accident, he/she shall then be entitled to the benefits provided in this Agreement for accrued Sick Leave, extended Sick Leave and credited Sick Leave, respectively.
 - 11.10.2.3 Allowable Industrial Accident Leave shall not be accumulated from year to year.
 - 11.10.2.4 A unit member, who is eligible for reinstatement and has been medically released for return to his/her duties but fails to accept an appropriate assignment, shall be terminated.
 - 11.10.2.5 When all available leaves of absence, paid or unpaid, have been exhausted and the unit member is not medically able to assume the duties of his/her position, he/she may be terminated. The unit member shall be eligible for employment upon submission of a physician's statement that he/she is able to assume his/her duties.

11.11 Judicial and Official Appearance Leave

- 11.11.1 Judicial and Official Appearance Leave shall be granted with pay for purposes of regularly called jury duty, appearance as a subpoenaed witness in court other than as a litigant, or to respond to an official order from other governmental jurisdiction for reasons not brought about through the initiation, connivance or misconduct of the unit member. Provisions of this section shall not apply to matters of employer/employee relations as provided for in Section 2, Chapter 10.7 of the Government Code, when an employee organization or a unit member is the charging and/or moving party.
- 11.11.2 Fees, exclusive of mileage, received by the unit member shall be deposited to the credit of the District.

11.12 Legislative Leave

- 11.12.1 Each unit member who is a permanent certificated employee and who is elected to the Legislature shall be granted a leave of absence from his/her duties by the Governing Board of the District.
- 11.12.2 During the term of such leave of absence, the unit member may be reassigned by the District to perform such less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions as may be mutually agreed upon.
- 11.12.3 Such absence shall not affect in any way the classification of such unit member.
- 11.12.4 Within six months after the expiration of the term of office, he/she shall be entitled to return to the position held by him/her at the time of his/her election, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District under this section.
- 11.12.5 Notwithstanding any provision of the Education Code to the contrary, a person employed to take the place of any such unit member shall not have any right to such position following return of such unit member to the position.

11.13 Military Service Leave

- 11.13.1 Military Service Leave shall be granted to a unit member who enters or is called into active military service of the United States or the State of California during any period of declared emergency or during any war in which the United States is engaged.
 - 11.13.1.1 Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, this provision requires the Secretary of Labor to issue regulations defining “any qualifying exigency.” In the interim, employers are encouraged to provide this type of leave to qualifying employees.
 - 11.13.1.2 An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This military caregiver leave is available during “a single 12-month period” during which an eligible employee is entitled to a combined total of 26 week of all types of FMLA leave.
- 11.13.2 For purposes of this leave, active military service also includes a uniformed auxiliary of any branch of such military service, the United States Merchant Marines, and full-time paid service of the American Red Cross.

- 11.13.3 Such absence shall not affect in any way the classification of such employee.
- 11.13.4 Within six months after such unit member honorably leaves such service or has been placed on inactive duty, he/she shall be entitled to return to the position held by him/her at the time of his/her entrance into such service, at the salary to which he/she would have been entitled had he/she not absented himself/herself from the service of the District.
- 11.13.5 Military Service Leave shall be granted for military duty ordered for purposes of military training, drills, encampment, naval cruises, and special exercises or like activity, providing the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from such duty. A unit member shall be entitled to receive his/her salary or compensation for the first 30 calendar days of any such absence, if the unit member is currently in full paid status to the District and has been for one year prior to the leave. The unit member shall make every effort to schedule the Military Leave at a time other than during the regular school year.
- 11.14 Sabbatical Leave
- 11.14.1 The purpose of Sabbatical Leave shall be for professional improvement, which will contribute to the effectiveness of the unit member's subsequent service to the District.
- 11.14.2 Such leave may be authorized for purposes of advanced study, research or travel.
- 11.14.2.1 A Sabbatical Leave for the purpose of travel shall normally be approved only if the proposed travel program incorporates a plan of study or research which fulfills the purpose of Sabbatical Leave.
- 11.14.3 To be eligible for a Sabbatical Leave, the unit member must have served seven consecutive years in a full-time certificated position with the District.
- 11.14.3.1 Leaves of absence do not reflect an interruption of District service for this purpose; however, time spent on a leave of absence shall not be counted toward the seven (7) year requirement.
- 11.14.3.2 After a unit member has had a Sabbatical Leave, an additional seven years must be served before becoming eligible for a second Sabbatical Leave.
- 11.14.3.3 Unit members who have served seven (7) consecutive years but who are not currently full-time employees may apply for Sabbatical in proportion to their part-time status.
- 11.14.3.4 Part-time employees will not be considered for Sabbatical Leave unless fewer than two full-time employees have applied.

- 11.14.3.4.1 In times of severe financial crisis, the Association and the District agree to discuss the waiver of this section.
 - 11.14.3.5 The District will provide the Association with its response to the Sabbatical Leave request within six (6) weeks following the receipt of the completed sabbatical proposals.
- 11.14.4 The bargaining unit shall be entitled to 2.0 full-time equivalent positions for Sabbatical Leave purposes subject to the following:
 - 11.14.4.1 Sabbatical Leave shall not be less than one semester, nor more than two semesters. A two-semester leave shall only be taken in one academic year.
- 11.14.5 Compensation for the unit member on Sabbatical Leave shall be one-half the regular salary.
 - 11.14.5.1 To the extent permitted by law and the terms of the District's Internal Revenue Code section 125 plan, during such leave a unit member may continue to purchase benefits on a pre-tax basis under the plan.
 - 11.14.5.2 At the unit member's election, to the extent permitted by the State Teachers' Retirement System, the District shall contribute to the State Teachers' Retirement System as though the unit member was continuing in full-time status.
- 11.14.6 The unit member shall be paid while on Sabbatical Leave in the same manner as if the unit member was not on leave (See Article 11, section 11.14.5). The unit member approved for Sabbatical Leave shall, upon request of the District, furnish a suitable bond indemnifying the District against loss in the event that the unit member fails to render service to the District upon return for at least twice the amount of time spent on the approved Sabbatical Leave.
 - 11.14.6.1 The bond shall be exonerated if the failure of the unit member to return and render the agreed upon period of service is caused by the death or physical or mental disability of the unit member.
- 11.14.7 The unit member shall, within 45 days following return to active service in the District, submit a comprehensive report to the Sabbatical Leave Committee (Section 11.14.8) and the Superintendent certifying the successful fulfillment of the terms and conditions under which the leave was granted. The Board may take action to penalize the unit member financially if the intent of the Sabbatical Leave plan was not fulfilled or only partially fulfilled.
- 11.14.8 There shall be a Sabbatical Leave Committee comprised of three members of the bargaining unit appointed by the Association.

- 11.14.8.1 Application for Sabbatical Leave for the ensuing school year shall be submitted to the Sabbatical Leave Committee in a manner prescribed by the Committee not later than January 15 of the then current school year.
- 11.14.8.2 The Committee shall review all such applications and shall recommend only those of merit to the Superintendent in rank order of Committee preference. The Committee shall review applications and make selections in a manner that is not arbitrary, capricious or discriminatory, and shall forward its rank order list of selections to the Superintendent prior to February 15, of the then current school year.
- 11.14.9 The Superintendent or designee shall review Committee selections and shall submit his/her recommendations from the rank order list to the Board of Education for its consideration and approval.
 - 11.14.9.1 The Superintendent or designee shall review Committee selections in a manner that is not arbitrary, capricious or discriminatory, and shall notify the Committee and the Board of Education in writing of his/her reasons for not recommending Committee selections should such be the case.

11.15 Special Leave

In addition to those leaves specified in this Article, a unit member may be granted a Special Leave for purposes satisfactory to the District. A Special Leave may be with or without pay and shall generally be for a period not to exceed two semesters. Professional improvement or health reasons are examples for which this leave may be requested. Unit members shall notify the District of their intent to return to work in writing prior to February 15, in the year their Special Leave ends.

11.16 Catastrophic Leave Bank

11.16.1 Administration

- 11.16.1.1 The Catastrophic Leave Bank shall be administered by an Association committee.

11.16.2 Contribution

- 11.16.2.1 Unit members may voluntarily and confidentially donate up to five (5) days leave to the Catastrophic Leave Bank providing that they have fifteen (15) days of accrued leave on record.
- 11.16.2.2 Any unused donated days will not be returned to the donor. Unused donated days shall remain available for future use by other unit members eligible for this leave benefit.

11.16.3 Utilization

- 11.16.3.1 The Association Committee will be responsible for the authorization of Catastrophic Leave Bank usage.
- 11.16.3.2 A catastrophic event is defined as a long-term illness or disability or life event as determined by the Association Committee.
- 11.16.3.3 A unit member who suffers from a catastrophic event may utilize the Catastrophic Leave Bank after all fully paid leaves have been exhausted.
- 11.16.3.4 Utilization will be determined on a case-by-case basis.
- 11.16.3.5 Leave will be available from the Catastrophic Leave Bank on a day-to-day basis.
- 11.16.3.6 The Association agrees to hold the District harmless in any dispute arising in the application of this plan.
- 11.16.3.7 This provision of the contract is not grievable.

11.17 Family Care and Medical Leave

- 11.17.1 The District shall provide up to twelve (12) workweeks of paid or unpaid Family Care and Medical Leave for all eligible unit members, depending on the requirements of the California Family Rights Act (CFRA) as set forth in section 11.7 and subsections above, upon the unit member's request, in accordance with the provisions of federal and state law including the Family Medical Leave Act and CFRA governing such leaves.
- 11.17.2 The District shall use a rolling twelve (12) month period to determine unit member's eligibility for Family Care and Medical Leave (i.e., a unit member shall be entitled to 12 workweeks of Family Care and Medical Leave in any 12-month period, which shall be counted backward from the first date that such leave is taken). Family Care and Medical Leave and other forms of paid or unpaid leave utilized by the unit member shall run concurrently.
- 11.17.3 Unit members eligible for Family Care and Medical Leave under this Article may use their accrued, unused Sick Leave to remain in paid status during Family Care and Medical Leave.
- 11.17.4 Whenever a unit member on Family Care and Medical Leave has exhausted all paid leave, the District shall maintain their benefits purchased through the District for the duration of the leave up to the maximum of twelve (12) workweeks.

11.18 Job Sharing

- 11.18.1 Job-sharing shall refer to two (2) unit members sharing one (1) teaching assignment. Two (2) unit members may share an assignment for a minimum of one (1) year.

- 11.18.2 Applications for a job sharing assignment shall be filed in writing. The District shall approve or deny requests and notify, in writing, the applicants of its decision. If a request is denied, the applicants shall, upon request, be notified in writing of the specific reasons for the denial. Notwithstanding other provisions of this Agreement, job sharing unit members' whole salary, applicable benefits, and paid leaves shall be prorated relative to the actual time worked.
- 11.18.3 Each job-sharing unit member shall receive one service year of credit for salary advancement purposes for each year worked in an approved job share.
- 11.18.4 Each probationary or permanent job-sharing unit member shall be granted an unpaid leave status for the portion of the full time equivalent position, which they are not teaching. If a probationary or permanent job sharer requests to return to a full-time position, the request shall be granted at the first available opportunity.
- 11.18.5 Upon request of the two unit members, a job-sharing assignment may be renewed provided the two unit members notify the District in writing prior to February 15.
- 11.18.6 Probationary or permanent unit members returning from job sharing assignments shall be guaranteed an assignment within his/her credential authorization subject to the provisions of Section 11.1.5.
- 11.18.7 Individual unit members shall be responsible for securing their own job share partners subject to the approval of their immediate supervisor. All conditions of the job share partnership, including the division of all professional responsibilities, shall be agreed upon in writing between the job share partners with the approval of the immediate supervisor.
- 11.19 If a unit member's request for leave is denied for any reason, the District shall provide written notification to the unit member as soon as practical prior to taking any action to withhold pay. If pay is withheld, the District shall not also deduct the hours of absence from any leave the member has accrued.

ARTICLE 12: PRE-RETIREMENT PART-TIME EMPLOYMENT PLAN

- 12.1 A unit member who has made the decision to retire is eligible for the following Pre-Retirement Part-Time Employment Plan. The plan is subject to the conditions as set forth below:
- 12.2 The unit member must have reached the age of 55 to attain eligibility in the plan.
- 12.2.1 The unit member must have been employed full-time in a position requiring certification for at least 10 years, of which the immediately preceding five years were full-time employment, all in the Newark Unified School District.
- 12.2.2 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the unit member and the District except that such unit member shall be subject to layoff according to the Education Code and dismissal for cause.
- 12.2.3 The unit member shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the unit member makes the payments that would be required if the employee remained in full-time employment.
- 12.2.4 The unit member may continue to pay for benefits available under the terms of the District's Internal Revenue Code section 125 plan.
- 12.2.5 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position.
- 12.2.6 This option is limited to unit members who do not hold positions with salaries above that of a school principal.
- 12.2.7 A unit member may not participate in this retirement plan past the age of 65 years, or for more than five (5) years, whichever comes first.
- 12.2.8 Once a unit member has elected to be on a part-time status, such unit member cannot return to full-time employment status, except by mutual agreement by the District and the unit member.
- 12.2.9 A unit member who is on part-time employment status will accrue seniority on a prorated basis.
- 12.2.10 Final determination as to which unit members will participate in this program and the form of part-time employment rests with the sole discretion of the Board of Education.
- 12.2.11 Any unit member wishing to participate in the above program shall notify the District Human Resources Office by April 15 of each school year.
- 12.2.12 Should applicable provisions of law relative to early retirement/pre-retirement options be changed during the term of this Agreement, the parties agree to modify the contract in accordance with such change.

ARTICLE 13: COMPENSATION

13.1 2019-2020, 2020-2021 and 2021-2022 school years:

13.1.1 2019-2020 School Year: Effective July 1, 2019, all bargaining unit salary schedules shall be increased by one percent (1.0%). Effective February 1, 2020 all bargaining unit salary schedules shall be increased by an additional one percent (1.0%). These increases shall apply to all unit members employed by the District as of the date of this Tentative Agreement (February 19, 2020).

13.1.2 2020-2021 School Year:

13.1.2.1 Effective July 1, 2020, all bargaining unit salary schedules shall be increased by one point percent (1%).

13.1.2.2 If the California Schools and Communities First Initiative on the November 2020 ballot is approved by the voters and is successfully implemented without legal challenge, the parties shall reopen negotiations to determine whether additional enhancements to the salary schedule shall be made. If for any reason such negotiations are not initiated or completed during the 2020-2021 school year, this reopener shall apply to the 2021-22 school year.

13.1.3 2021-2022 School Year:

13.1.3.1 Effective July 1, 2021, all bargaining unit salary schedules shall be increased by one percent (1.0%). Effective February 1, 2022 all bargaining unit salary schedules shall be increased by an additional one and one-half percent (1.5%).

13.2 Salary Schedule Placement

13.2.1 Unit members initially hired to begin employment on or after the commencement of the 2017-2018 school year shall be granted year for year prior teaching experience credit for the purpose of initial placement on the salary schedule. This change shall apply prospectively only for new unit members as provided herein pursuant to Education Code Section 45028(b)(1).

13.2.1.1 New hires who do not have a preliminary or clear California Credential, or a clear credential from a state recognized by the California Commission on Teacher Credentialing, will be frozen at their initial step on the applicable salary schedule until the school year following the date they receive their preliminary or clear California credential. Once received, such unit members will be granted year for year credit for their employment with the District up to a maximum of two years. Placement in the appropriate column on the applicable salary schedule will occur following the procedure outlined in Section 13.8.2.

13.2.1.2 Bargaining unit members who resign their positions and are subsequently reemployed by the District shall be placed on the applicable salary schedule according to their previous placement and any additional experience credit they have earned (See Appendix N).

13.3 Step progression and column movement as earned shall be paid effective the first work day of each year of this Agreement.

13.4 The Masters Stipend and Doctorate Stipend shall be provided during each year of this Agreement as follows:

M.A. - \$1000
Ph.D. - \$1200

13.4.1 Effective July 1, 2018, unit members may receive stipends for up to two Master's degrees, one Doctorate degree, and one National Board Certification. The amounts of the stipends effective July 1, 2018, are as follows:

M.A., M.S., M.Ed., M.B.A. - \$1,000 (limit 2)
Ph.D., Ed.D., Psy.D., D.B.A. - \$2,000 (limit 1)
NBCT - \$1,000 (limit 1)

13.5 Appendices E and F set forth the stipend structure for Coaching Stipends, Extra Duty Assignments, and Department Chair Stipends. The parties agree to a new Coaching Stipend structure effective July 1, 2017 – see Appendix E attached.

13.6 Commencing with the June 2020 payroll, pay warrants will be distributed on the last District work day of the month.

13.6.1 SUPPLEMENT PAYROLL

The pay period for supplementary payroll is between the 11th day of the month and the 10th day of the following month. The following services are paid on the supplementary payroll:

13.6.1.1 Adult School

13.6.1.2 Home Teaching and Miscellaneous Employment Requiring a Time Card

13.6.1.2.1 All Time cards are to be submitted in ink, signed by the employee and authorized supervisor, dated by month and year and received in the payroll department no later than the second working day following the pay period. Time cards submitted later than this day will be paid the following month.

13.6.1.3 Coaching

Payment will be made the last day of the month following the end of a particular sport.

13.6.1.4 In-House Substitution

Site administration will make every effort to ensure that unit members who substitute during a preparation period will do so on a voluntary basis. Only after it has been determined that volunteers are unavailable will administration require unit members to substitute during his/her preparation period.

- 13.7 Compensation for days of service assigned beyond the regular work year shall be on a per diem basis.

13.8 SALARY SCHEDULE PLACEMENT AND RELATED SALARY MATTERS

13.8.1 PLACEMENT ON SCHEDULE

Bargaining Unit members shall be placed on the salary schedule according to years of experience and educational preparation as specified in the current salary schedule. Bargaining Unit Members shall not advance more than one annual increment per year except in unusual circumstance and upon the recommendation of the Superintendent and approval by the Board. The initial responsibility for recommending proper placement of personnel rests with the Human Resources Administrator.

13.8.2 Salary Adjustment for Placement Change

Any unit member who qualifies for salary adjustment as of October 15 shall have their salary advancement become effective retroactive to the first workday of the school year. A unit member who qualifies for salary adjustment by February 15 shall have their salary advancement become effective retroactively to January 1. The Human Resources Department has up to three months to verify the units once the units are submitted.

- 13.9 Reimbursement for use of personal vehicles shall be in accordance with Board policy as it currently exists or as it is modified by the Board during the term of this Agreement.
- 13.10 Compensation for Intermediate After School Sports, Drama, Yearbook, Publications, Instrumental Music and Vocal Music Programs and Rally Squad Advisors shall be as set forth in the Extra Duty Assignments Compensation Schedule (See Appendix F).
- 13.11 The hourly rate shall be \$40.00 per hour.
- 13.12 The in-house rate for substitution during a preparation period shall be \$40.00 for each period.
- 13.13 As long as the District maintains an Internal Revenue Code section 125 plan, subject to the terms of the plan, and applicable law, the Association and the District shall mutually agree on the health carrier. Absent mutual agreement the status quo health carrier shall remain, provided that it still exists.

- 13.14 The District shall provide health insurance premiums for a retired employee in an amount not to exceed \$850 per year, or the minimum required employer contribution whichever is greater, to age sixty-five (65). To be eligible for this benefit, the employee must:
- 13.14.1 Retire no later than the school year in which he/she reaches age sixty (60);
 - 13.14.2 Have completed fifteen (15) years of satisfactory service; and
 - 13.14.3 Have submitted a letter of intent to retire on or before February 1, of the last year of service.
- 13.15 A unit member who qualifies for early retirement pursuant to the State Teachers Retirement System regulations and the following subsections may receive up to \$1500 to be applied toward fringe benefit premiums. The \$1500 dollars will be provided at the rate of \$300 per year for a maximum of five years. To be eligible for this benefit a unit member must:
- 13.15.1 Have completed fifteen (15) years of satisfactory service with the District;
 - 13.15.2 provide the District with an irrevocable written notice of his/her intent to retire at least three years in advance of his/her retirement date; and,
 - 13.15.3 retire between the ages of fifty-five (55) and sixty (60) inclusive.

ARTICLE 14: SAFETY

- 14.1 The District is committed to providing unit members with a safe working environment. The District shall adhere to state and federal workplace and school site safety requirements.
- 14.1.1 District and/or school safety and emergency procedures shall be communicated and available in written form to unit members on an annual basis.
- 14.1.2 A unit member shall take responsible action within his/her discretion to remedy unsafe conditions, and shall utilize appropriate District and/or school procedures.
- 14.1.3 The District is committed to providing all employees with a safe working environment. All complaints alleging an unsafe environment will be acknowledged and an action plan shall be provided to the Association within five (5) working days of receipt of the written complaint. Any complaint, which alleges immediate danger to employees, shall receive the highest priority of the District.
- 14.1.3.1 For purposes of this Article a "safe working environment" means the absence of conditions which pose an urgent or emergency threat to the health or safety of unit members.
- 14.1.4 Matters that impact the employees' safe working environment shall be brought to the attention of employees.
- 14.1.5 When known to the District, the District shall notify unit members regarding violent students in accordance with Education Code 49079.
- 14.1.6 When known to the District or site administration, the site administrator will make every effort to notify unit members in advance when their classrooms will be used by organizations outside the District.
- 14.1.7 Unit members may use their professional judgment when deciding to call 911.
- 14.1.8 When insecticides or other toxic chemicals are used, the District shall notify unit members in advance, including the name of the chemical to be used. The District shall adhere to current law and remain consistent with legal requirements. Such chemicals shall not be used when unit members, pupils, or others are present or expected to re-enter the area before it is safe to do so.
- 14.1.9 Classrooms, and other work locations as feasible, in which employees are required to work shall have a functioning heating, ventilations and air conditioning (HVAC) system.
- 14.1.9.1 "Classroom" for purposes of this section is defined as a location designed and intended for instructional use.
- 14.1.9.2 Ventilation system filters shall be cleaned yearly.

- 14.1.9.3 A functioning HVAC system should be set to heat or cool to between 68°F and 72°F.
- 14.1.9.4 Employees shall be responsible for informing their supervisors when HVAC systems are not functioning properly.
- 14.1.10 Each classroom and major work area shall be equipped with telephone service with outside access.
- 14.1.11 Each classroom shall have seating equal to the number of students enrolled in or assigned to that classroom. Each classroom shall have desks or table space appropriate for the number of students enrolled in that classroom. Each classroom equipped with laboratory stations shall have laboratory stations and equipment appropriate for the number of students enrolled in that classroom. Nothing in this article shall prohibit students from sharing laboratory stations or equipment.
- 14.1.12 Each unit member shall have access to a secure container such as a locking storage cabinet or locker.
- 14.1.13 Each unit member shall be provided a means of contacting the school site office when performing duties at the school site outside of the classroom.
- 14.2 If a criminal or civil proceeding is brought against a unit member as a result of a unit member's reasonable action while performing within the scope of his/her duties, such unit member shall receive such protection as is provided under the terms of the District's liability insurance policy.
- 14.3 The District and the Association shall provide unit members with the following safety-related information annually: Board policies, applicable rules and administrative regulations, Education Code requirements regarding referrals, discipline, prohibition of corporal punishment, student suspension and expulsions, child abuse reporting requirements, and school safety. The District shall provide on a voluntary, periodic basis CPR and first aid training. By mutual agreement between the District and the Association, the District may provide in-service training on a voluntary basis to unit members on relevant conflict intervention skills.
 - 14.3.1 Unit members shall not be required to administer any form of medication to students except under either of the following circumstances:
 - 14.3.1.1 Such duty is part of the job description (e.g. District School Nurse)
 - 14.3.1.2 A unit member has volunteered both to be trained as required by law, and to administer medication as permitted by law.
 - 14.3.1.3 A unit member who administers medication pursuant to this section will be provided defense and indemnification by the District for any and all civil liability in accordance with law, including but not limited to Government Code section 810 et seq.

14.4 Personal Property

- 14.4.1 Reimbursement shall be made to any unit member for the loss, destruction, or damage caused by fire, burglary, vandalism, or student disturbance of personal instructional property used in the schools of the District pursuant to the following provisions:
- 14.4.1.1 Reimbursement shall be made only when advance approval has been obtained on the District form provided for that purpose (see Appendix Q) and when the value of the property has been agreed upon in writing in advance between the unit member and the immediate administrator.
 - 14.4.1.2 Approval or disapproval is the sole prerogative of the District.
 - 14.4.1.3 When District owned equipment and/or material is required and has been requested in writing to be used but is not available, then approval shall not be necessary. It is agreed and understood that in cases where approval and values are not established in advance, the burden of establishing the requirement of use and the value of such equipment and material shall be upon the employee.
- 14.4.2 No reimbursement shall be made for mysterious disappearance, accidental damage, loss suffered because of lack of due care by the owner, or any other cause not specified in Section 14.4.1 Loss or damage to the personal instructional property remaining on District property over a weekend, on holidays or other days when regular school is not in session without the prior written approval of the immediate administrator shall not be reimbursed.
- 14.4.3 The maximum recovery allowable hereunder for any occurrence is \$1500 unless the Superintendent or any designee has granted prior written approval for a greater value. The decision of the Superintendent or designee shall be considered final.

14.5 Replacement or Repair of Personal Property

The District may provide for the payment of the costs of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the unit member when any such items are damaged or stolen in the line of duty without fault of the unit member. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the damage thereto. The final determination as to the amount of reimbursement, if any, to a unit member will be made by the Superintendent or designee.

ARTICLE 15: PERSONNEL FILES

- 15.1 A unit member shall be permitted, upon reasonable notice, to review his/her personnel files. Except as otherwise provided herein, such review shall not be permitted during the unit member's duty hours.
 - 15.1.1 Reviewable material shall not include confidential ratings, reports, or records, which were obtained prior to the employment of the unit member involved.
 - 15.1.2 Information of a derogatory nature, except material mentioned in 16.1.1 above, shall not be entered or filed in the unit member's personnel file until such unit member is given written notice of such material. Following such notice, the unit member shall have ten (10) working days to review and have attached thereon the unit member's comments relative to such derogatory material.
 - 15.1.2.1 Such review may take place during regular duty hours without loss of compensation.
 - 15.1.2.2 A unit member may petition the Human Resources administrator to have material removed from that unit member's personnel file after seven years from the date in which the material was placed in the file. The decision of the Human Resources administrator shall be final and not subject to the grievance process as outlined in Article 5.
- 15.2 A designated representative of the Association may be permitted access to a unit member's personnel file for representational purposes, subject to the following:
 - 15.2.1 Material indicated in 16.1.1 above shall not be reviewable;
 - 15.2.2 Reasonable notice is provided the District Human Resources Office;
 - 15.2.3 The representative provides the District Human Resources Office with a recent authorization from the unit member.
- 15.3 The content of material in personnel files shall not be subject to Article 5: Grievance of this Agreement.

ARTICLE 16: DISCIPLINE

16.1 Non-Exclusive

- 16.1.1 Discipline under these provisions shall not be exclusive but shall be in addition to those disciplinary actions permitted under the California Education Code.

16.2 Just Cause

- 16.2.1 Disciplinary action shall be for just cause. Unit members shall be subject to suspension for one or more of the following causes:
- 16.2.1.1 Immoral or unprofessional conduct;
 - 16.2.1.2 dishonesty;
 - 16.2.1.3 incompetence;
 - 16.2.1.4 evident unfitness for service;
 - 16.2.1.5 physical or mental condition unfitting him or her to instruct or associate with children;
 - 16.2.1.6 Persistent violation of or refusal to obey the school laws of the state or reasonable regulations or procedures prescribed for the government of the public schools by the State Board of Education or by the governing board of the school district employing him/her.
 - 16.2.1.7 conviction of a felony or of any crime involving moral turpitude;
 - 16.2.1.8 alcoholism or other drug abuse which makes the employee unfit to instruct or associate with children.

16.3 Representation

- 16.3.1 Upon request, a unit member shall be entitled to association representation in any disciplinary action under this procedure.

16.4 Discipline

- 16.4.1 Discipline imposed under these provisions shall be appropriate to the offense and may include: verbal or written warning, verbal or written reprimand, and suspension without pay. "Without pay" shall mean a unit member's per diem wage not including fringe benefits. All suspensions shall be served when imposed. If a suspension is appealed, pay shall not be withheld. Pay shall be deducted if the District prevails in appeal.

16.5 Progressive Discipline

- 16.5.1 Discipline shall be progressive as follows:

- 16.5.1.1 Oral Warning: a private admonition for a minor infraction providing for the opportunity to correct the behavior, advising future similar behavior will result in possible further discipline.
- 16.5.1.2 Written Reprimand: a written statement for repeated minor infractions or more severe violations describing the behavior and mentioning any previous warnings, advising that future similar actions could result in further disciplinary action.
- 16.5.1.3 One-day Suspension Without Pay: A written statement by the superintendent or designee to the unit member, describing the behavior, directing the unit member to be absent without pay on a specific day, advising the unit member that future similar actions will result in further disciplinary action, and advising the unit member of the right to appeal.
- 16.5.1.4 Three-day Suspension Without Pay: For repetition of offenses that lead to a one-day suspension, or for more serious violations enumerated in section 16.2.1 the unit member shall receive a written statement describing the behavior, directing the unit member to be absent without pay for specific days, advising the unit member that future similar actions will result in further disciplinary action, and advising the unit member of the right to appeal.
- 16.5.1.5 Five-day Suspension Without Pay: For repetition of offenses that lead to a three-day suspension, or for more serious violations enumerated in section 16.2.1, the unit member shall receive a written statement describing the behavior, directing the unit member to be absent without pay for specific days, advising the unit member that future similar actions will result in further disciplinary action, and advising the unit member of the right to appeal.
- 16.5.1.6 Fifteen-day Suspension Without Pay: For repetition of offenses that lead to a five-day suspension, or for behavior that is of an even more serious violation enumerated in section 16.2.1, the unit member shall receive a written statement describing the behavior, directing the unit member to be absent without pay for specific days, advising the unit member that future similar actions will result in further disciplinary action, and advising the unit member of the right to appeal.
- 16.5.1.7 Unit members who have not had additional infractions within a 12-month period shall have this procedure begin as enumerated in section 16.5.1.1.
- 16.5.1.8 Unit members who commit a serious infraction of just cause items enumerated in section 16.2.1. May have discipline begin as enumerated in section 16.5.1.3.

16.6 Appeal

16.6.1 In the event a unit member appeals a suspension, the suspension shall be served immediately, but the pay shall not be withheld unless the District prevails in the appeal.

16.6.2 Disciplinary action may be appealed as follows:

16.6.2.1 Oral Warning or Written Reprimand: No Appeal.

16.6.2.2 One-Day Suspension

16.6.2.2.1 Written appeal shall be made to the Human Resources administrator within five (5) calendar days. A conference with the unit member shall be held and a decision made within ten (10) working days of the request for appeal.

16.6.2.2.2 A unit member may select one of the two following options: [1] Written appeal shall be made to the Superintendent within five (5) calendar days of the Human Resources administrator's decision. The Superintendent shall make a decision within ten (10) working days from receipt of the second level appeal request, and the decision shall be final; or [2] the individual can proceed directly to expedited arbitration.

16.6.2.3 One, Three, Five, and Fifteen Day Suspensions

16.6.2.3.1 The expedited arbitration procedure will be used to determine whether or not the unit member committed an infraction for which discipline could be provided, not whether the level of discipline is appropriate. Any unit member who prevails in appeal pursuant to these provisions shall be entitled to removal of all materials regarding such discipline.

16.6.2.4 All costs for the services of the arbitrator including, but not limited to, per diem expenses, travel, and subsistence expense shall be borne by the losing party.

16.6.2.5 All other costs, except for release time for the unit member involved, association representative(s) and witnesses, shall be borne by the party incurring them.

16.6.3 The Association may submit the suspension of a unit member under this Article for binding expedited arbitration under the Expedited Labor Arbitration Rules of the American Arbitration Association by giving written notice to the American Arbitration Association and Superintendent within twenty (20)

school days of receipt of the written decision of the Level II grievance appeal. The parties shall then proceed in accordance with such rules and with this Agreement.

ARTICLE 17: COMPLAINTS

17.1 Student, Parent, or Citizen Complaints

The steps described below for processing and resolving complaints shall be taken sequentially.

- 17.1.1 If an administrator receives a student, citizen or parent complaint related to the performance or conduct of a unit member, the administrator shall attempt to resolve the problem by discussion with the complainant.
- 17.1.2 Any student, parent, or citizen complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint, within five (5) working days of receipt. Such report shall include the identity of the complainant, the nature of the complaint, and details of date and time.
- 17.1.3 Should either the involved unit member or the involved unit member's immediate supervisor believe the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member and complainant(s.). At the request of the unit member an Association representative may be present at the meeting. The unit member will be excused from attending the meeting or may leave the meeting after it has begun if that unit member believes that the unit member's health, safety or protected rights would be jeopardized by attending the meeting or continuing to attend the meeting. The member may leave the meeting if any other participant becomes disrespectful. The meeting will be held at a place and time that is convenient to all involved, including but not limited to the Association representative. The member, the Association representative and the supervisor shall use best efforts to schedule the meeting to occur as soon as reasonably possible.
- 17.1.4 If the matter is not resolved under the above procedure the complainant may put his or her complaint in writing and submit the original to the unit member, with a copy to the unit member's immediate supervisor within ten (10) days. The unit member shall be given release time during the duty day without salary deduction to review the complaint in accordance with Education Code Section 44031.
- 17.1.5 Except as provided by law, if the matter has not been resolved and no written complaint is received within ten (10) days, the complaint shall be dropped.
- 17.1.6 If a written complaint is received within ten (10) days, a conference may be scheduled between the complainant, the unit member and the administrator. This conference shall be conducted in an effort to address the issues raised by the complaint and resolve the matter.
- 17.1.7 Complaints which are withdrawn, shown to be false, or are not sustained under the complaint procedure in the Agreement, shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

17.2 Unit Member Conflicts

17.2.1 Unit member conflicts are defined as issues or disagreements between unit members which are outside the scope of the sexual harassment procedure.

17.2.2 If one or more unit members involved in the issue or disagreement brings it to the attention of an administrator, the administrator shall offer the unit members the option of trying to:

- a) Informally resolve the disagreement themselves; or
- b) Resolve the problem with the help of the Association; or
- c) Resolve the problem with the assistance of administration.

Unit members do not waive their right to resolve the disagreement through legal processes, including but not limited to the District's Uniform Complaint Procedure found in the Newark Unified School District's General Information Handbook.

17.2.3 The Parties shall have five (5) working days to choose an option.

17.2.4 The Association and the District agree to meet when such disagreements are brought to their attention to determine the scope of the responsibility of the Association and the District.

17.3 Public Agency Investigations

Except as otherwise required by law, this Article shall not be interpreted to require the District to notify a unit member of a criminal complaint. Where a complaint is reported and results in an investigation by a law enforcement agency, the District shall not be required to notify the unit member of the complaint under the terms of this Article when requested not to by the investigating agency.

ARTICLE 18: SPECIAL EDUCATION

INTRODUCTION:

The District shares NTA's interests in promoting the stability and continuity of programs offered to students with special needs. The parties have agreed through a Memorandum of Understanding to form a Joint Negotiations Subcommittee to address other matters that were raised in the course of 2019-2020 negotiations regarding special education.

18.1 School Psychologists

18.1.1 A psychologist whose office location is changed at any time will have the physical move of materials and records accomplished by appropriate District staff.

18.1.2 Each psychologist shall have a private space with a phone in which to test students and perform other duties at each site where the psychologist is assigned.

18.2 Special Education Communications: The District will provide unit members with work phone numbers of Special Education Department clerical, itinerant, and administrative staff within ten (10) days of the beginning of the school year.

18.3 Special Education Extra Duty for IEPs in Vacant Teaching Positions: The parties agree to the following process for Extra Duty to prepare for and hold IEPs. Before outside contracted service providers are brought in to assist with this work, all Education Specialists shall have first priorities to assist with preparing for and holding IEPs. Assumption of extra duties and associated compensation under this shall occur only upon prior written approval of Director of Special Education.

18.3.1 Bargaining unit members shall be paid at their per diem rate for additional IEP related work performed.

18.3.2 Education Specialists will be paid a maximum of 2 hours for amendment meetings, 7 hours for each annual IEP meeting and 10 hours for each Initial or Triennial IEP for which they prepare and hold.

18.3.3 The Education Specialists and Director of Special Education shall communicate via email or in person to determine the cases that best meet their schedule and area of expertise.

18.3.4 Definition of Extra Duty in Support of IEPs:

18.3.4.1 Annual IEPs

18.3.4.1.1 Updating progress on current goals and Present Levels of Performance (PLOP)

18.3.4.1.2 Drafting new goals

18.3.4.1.3 Scheduling the IEP

18.3.4.1.4 Preparing all necessary IEP paperwork

- 18.3.4.1.5 Holding the IEP meeting
- 18.3.4.2 For Initial and Triennial IEPs, duties include all items above as well as:
 - 18.3.4.2.1 Completing required assessment and observations.
 - 18.3.4.2.2 Observations and direct assessment will be supported by a guest teacher.
 - 18.3.4.2.3 Writing a report of the assessment results.
- 18.3.5 Should the Education Specialist feel that additional hours are needed to complete the work of a case the Education Specialist will contact the Director of Special Education prior to completing the work for approval.
- 18.3.6 Education Specialist may choose to request release time or use their prep time to perform assessments/observations needed for their voluntary extra duty, whichever they feel has the least negative impact on their own classroom or case load.
- 18.3.7 The district shall provide guest teacher coverage as available.
- 18.3.8 The district shall compensate the bargaining unit member for any prep time used to perform voluntary extra duty as defined in 18.13.1.
- 18.3.9 Education Specialist members shall not take on more than six (6) for SDC or twelve (12) for RSP additional cases.
- 18.3.10 All work is completed on a voluntary basis. Should an Education Specialist choose to stop performing extra duty the bargaining unit member shall make every effort to provide a minimum of 1 week notice to the director prior to ending the work.
- 18.3.11 The district shall not retaliate against members who choose to end voluntary duties, or who choose not to volunteer at all.
- 18.3.12 In the interest of transparency and streamlining communication, the district shall notify parents that IEPs are being supported on a voluntary basis while the district continues to recruit for the current vacancies.
- 18.3.13 The letter provided to parents will clearly describe the narrow role of the teacher doing the extra duty and direct parents to the staff person responsible for addressing students' needs that are unrelated to IEP development and scheduling.
- 18.3.14 All hours must be recorded on a time card and turned in to the Special Education office on a monthly basis.
- 18.3.15 All teachers who voluntarily take on extra duty work must be cognizant of the needs of their class and only take on extra work when they believe they can maintain quality work in their primary position.

ARTICLE 19: TECHNOLOGY

This Article addresses the reasonable and equitable access of unit members to technology that may be required by the District to fulfill the members' duties and professional responsibilities, including providing effective instruction in the evolving technological classroom.

19.1 Unit Member Access

- 19.1.1 Computers: The District shall provide each unit member access to a computer with network access for the support of educational programs and to fulfill necessary professional requirements.
- 19.1.2 Printers: The District shall provide unit members with access to at least one functioning printer that is free from student access.
- 19.1.3 Class and Classrooms without Computer Access: Any unit member without access to a computer during class time shall be exempted from taking attendance on-line during class time, but must submit student attendance information on-line by the end of the workday.
- 19.1.4 Technology required for teaching and learning: The district shall provide unit members with the technology it has determined is required to deliver district-adopted curricula and mandated programs.

19.2 Unit member access to technology as set forth in this Article are "Teaching Conditions" that may be "constraints" to be considered in the performance of a unit member's duties within the meaning of section 9.2 of this Agreement.

19.3 The District will make every effort to repair/replace in a timely manner any equipment regularly used in the course of a unit member's duties. Any Technology Services request made by an Association member will receive a confirmation as soon as feasible (normally within 72 hours of the request being submitted).

19.4 Training and Expectations: The District shall provide unit members with the training it has determined is necessary in order to complete required technology-based duties. Unit members shall be compensated at the hourly rate (per Article 13.1.1) if training occurs outside the workday.

19.5 Computer-Based Classes: The District shall assure that no students are assigned to a computer-based class in excess of the number of necessary computers based upon course requirements.

19.6 District E-mail

- 19.6.1 Unit members shall have the right to use e-mail to communicate with other employees of the District and other individuals and/or organizations within the scope of their professional responsibilities. Unit members shall not be disciplined for unsolicited receipt of inappropriate material.
- 19.6.2 Newark Teachers Association may use District e-mail to communicate with their unit members in accordance with all applicable legal requirements and prohibitions.

- 19.6.3 Unit members have no expectation of privacy for any documents, e-mail or information stored on, sent from, received by, or passing through the information technology resources of the District.
- 19.6.4 District-provided computers and information technology resources are to be used for official District business purposes during work hours. Unit members may use the computer system and information technology resources for nonbusiness purposes outside of work hours (or during breaks) provided the provisions of all District computer and computer-related policies are followed.
- 19.6.5 Storing any personal, non-work related files of any kind on a network drive constitutes inappropriate use. Personal files may be stored on a unit member's local computer; however, the District is not responsible for back-up, recovery or transfer of the files.
- 19.6.6 It shall be the responsibility of the unit member to ensure that sensitive and confidential material is protected from unauthorized use.
- 19.7 Electronically Maintained Student Records: Unit members shall not be held liable for any breach of student confidentiality not caused by any action, omission or negligence of the unit member.
- 19.8 Other Technology-Related Issues: When District Administration requires a unit member to perform the duties of troubleshooting and/or maintaining computers, updating software, loading District-approved software and/or any other maintenance/repair type tasks, beyond their workday, the unit member shall be compensated at the hourly rate of pay (per Article 13.1.1)

ARTICLE 20: SAVINGS PROVISION

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

ARTICLE 21: COMPLETION OF MEET AND NEGOTIATION

- 21.1 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.
- 21.2 During the term of this Agreement, the parties have the right to meet and negotiate on any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 21.3 The parties may by mutual agreement reopen this Agreement for the purpose of modifying any Article or portion thereof.



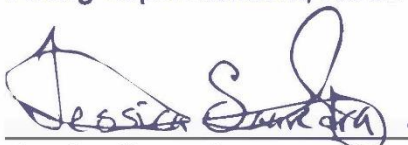

ARTICLE 22: TERM AND RENEGOTIATION

- 22.1 This Agreement is for the 2019-2020 through 2021-2022 school years and will remain in full force and effect from the date of ratification through June 30, 2022, subject to the following sections.
- 22.2 During the 2020-2021 and/or 2021-2022 school years, reopener negotiations may occur pursuant to section 13.1.2.2 (California Schools and Communities First Initiative contingency).
- 22.3 2021-2022 School Year: The parties mutually agree to reopen negotiations on up to two articles of each parties' choice, provided, however, that no proposals shall be made on economic items or on any subjects that would increase District expenditures.

Except as otherwise noted, this Agreement will become effective July 1, 2019 and will remain in full force and effect through June 30, 2022. During the term of this Agreement, the contract shall be closed except as provided in this Article. During the term of this Agreement, if the state amends the constitution or law allowing the imposition of budget cuts, and the state takes action to impose such cuts, or any litigation, verdict, judgment, award or settlement results in the inability of the District to satisfy the economic requirements of this Agreement, either party may reopen the contract.

ARTICLE 23: SIGNATURES

In witness whereof, the Newark Teachers Association has caused this Agreement to be signed by its President, Vice President, Negotiations Team Chairperson, and California Teachers Association staff, and the Board of Education of the Newark Unified School District has caused this Agreement to be signed by its President, the Superintendent of Schools, and the Human Resources administrator.


Elisa Martinez
President, NUSD Board of Education
Bryan Blattel
President, Newark Teachers Association
Leticia Salinas
Acting Superintendent, NUSD
David Hernandez
Executive Director
California Teachers Association
Jessica Saavedra
Executive Director of Human Resources
NUSD
Gregory J. Dannis
Legal Counsel, NUSD

Memorandum of Understanding

The Newark Unified School District and the Newark Teachers Association hereby designate CAL PERS as the health carrier for bargaining unit members and eligible retirees effective upon school board approval.

W. R. Scipione
For NUSD

Phillip Dennis
For NTA

11/5/04
Date

11.3.04
Date

NEWARK UNIFIED SCHOOL DISTRICT
Fiscal Year 2019-2020
Certificated Teacher Annual Salary Schedule (186 days)
Effective July 1, 2019 1% Increase Over July 1, 2018

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	62,583	63,858	65,776	68,330
2	65,456	66,722	68,649	71,202
3	68,330	69,607	71,522	74,075
4	71,202	72,482	74,398	76,949
5	74,075	75,353	77,269	79,826
6	76,949	78,229	80,146	82,698
7	79,826	81,101	83,018	85,572
8	81,101	82,379	84,295	86,851
9	82,379	83,657	85,572	88,126
10	83,657	84,934	86,851	89,403
11	84,934	86,211	88,126	90,679
12	86,211	87,486	89,403	91,957
13	87,486	88,763	90,679	93,235
14	88,763	90,045	91,957	94,512
15	90,045	91,319	93,235	95,789
16	91,319	92,595	94,512	97,068
17	92,595	93,873	95,789	98,344
18	92,595	95,152	97,068	99,621
19	92,595	95,152	98,344	100,898
20	92,595	95,152	99,621	102,176
21	92,595	95,152	99,621	103,454
22	92,595	95,152	99,621	104,729
23	92,595	95,152	99,621	106,008
24	92,595	95,152	99,621	107,282
25	92,595	95,152	99,621	108,562

Due to rounding in the automated payroll system, rates shown on this schedule are not the exact figure and are being provided for general purposes only

Employees who do not have a preliminary or a clear credential from a state recognized agency will be frozen on their current step until the school year following the date they receive their preliminary or clear California credential.

Masters: \$1,000 in addition to regular placement. Payment for degrees earned during the school year will be pro-rated. Limit 2 master degrees.*

Doctorate: \$2,000 in addition to regular placement. Payment for degrees earned during the school year will be pro-rated. Limit 1 doctorate degree.

National Board Certification: \$1,000 in addition to regular placement. Payment for certification earned during the school year will be pro-rated. Limit 1 certification.*

The District does not provide a separate allocation for insurance fringe benefits.

* Contact Human Resources to update.

DocuSigned by:


Leticia Salinas, Acting Superintendent

5/7/20

Board Approved Date

NEWARK UNIFIED SCHOOL DISTRICT

Fiscal Year 2019-2020

Certificated Teacher Annual Salary Schedule (186 days)

Effective February 1, 2020 1% Increase Over July 1, 2019

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	63,209	64,497	66,434	69,013
2	66,111	67,389	69,335	71,914
3	69,013	70,303	72,237	74,816
4	71,914	73,207	75,142	77,718
5	74,816	76,107	78,042	80,624
6	77,718	79,011	80,947	83,525
7	80,624	81,912	83,848	86,428
8	81,912	83,203	85,138	87,720
9	83,203	84,494	86,428	89,007
10	84,494	85,783	87,720	90,297
11	85,783	87,073	89,007	91,586
12	87,073	88,361	90,297	92,877
13	88,361	89,651	91,586	94,167
14	89,651	90,945	92,877	95,457
15	90,945	92,232	94,167	96,747
16	92,232	93,521	95,457	98,039
17	93,521	94,812	96,747	99,327
18	93,521	96,104	98,039	100,617
19	93,521	96,104	99,327	101,907
20	93,521	96,104	100,617	103,198
21	93,521	96,104	100,617	104,489
22	93,521	96,104	100,617	105,776
23	93,521	96,104	100,617	107,068
24	93,521	96,104	100,617	108,355
25	93,521	96,104	100,617	109,648

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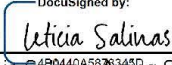
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5/7/20

Board Approved Date

NEWARK UNIFIED SCHOOL DISTRICT
Fiscal Year 2020-2021
Certificated Teacher Annual Salary Schedule (186 days)
Effective July 1, 2020 1% Increase Over Feb 1, 2020

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	63,841	65,142	67,098	69,703
2	66,772	68,063	70,028	72,633
3	69,703	71,006	72,959	75,564
4	72,633	73,939	75,893	78,495
5	75,564	76,868	78,822	81,430
6	78,495	79,801	81,756	84,360
7	81,430	82,731	84,686	87,292
8	82,731	84,035	85,989	88,597
9	84,035	85,339	87,292	89,897
10	85,339	86,641	88,597	91,200
11	86,641	87,944	89,897	92,502
12	87,944	89,245	91,200	93,806
13	89,245	90,548	92,502	95,109
14	90,548	91,854	93,806	96,412
15	91,854	93,154	95,109	97,714
16	93,154	94,456	96,412	99,019
17	94,456	95,760	97,714	100,320
18	94,456	97,065	99,019	101,623
19	94,456	97,065	100,320	102,926
20	94,456	97,065	101,623	104,230
21	94,456	97,065	101,623	105,534
22	94,456	97,065	101,623	106,834
23	94,456	97,065	101,623	108,139
24	94,456	97,065	101,623	109,439
25	94,456	97,065	101,623	110,744

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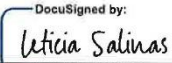
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DocuSigned by:

 Leticia Salinas, Acting Superintendent

5/7/20

Board Approved Date

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NEWARK UNIFIED SCHOOL DISTRICT

Fiscal Year 2019-2020

Counselor Annual Salary Schedule (196 days)

Effective July 1, 2019 1% Increase Over July 1, 2018

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	66,414	67,690	69,607	72,503
2	69,478	70,886	72,799	75,355
3	72,544	74,076	75,992	78,549
4	75,611	77,270	79,186	81,741
5	78,676	80,463	82,379	84,933
6	81,741	83,655	85,572	88,125
7	84,807	86,851	88,765	91,320
8	86,211	88,255	90,170	92,725
9	87,615	89,659	91,577	94,128
10	89,020	91,066	92,980	95,537
11	90,423	92,468	94,382	96,939
12	91,828	93,424	95,790	98,343
13	93,235	95,278	97,194	99,748
14	94,638	96,683	98,598	101,155
15	96,045	98,089	100,004	102,559
16	97,450	99,495	101,410	103,964
17	98,854	100,897	102,813	105,367
18	98,854	102,304	104,219	106,773
19	98,854	102,304	105,622	108,179
20	98,854	102,304	107,030	109,581
21	98,854	102,304	107,030	110,989
22	98,854	102,304	107,030	112,391
23	98,854	102,304	107,030	113,799
24	98,854	102,304	107,030	115,203
25	98,854	102,304	107,030	116,607

Due to rounding in the automated payroll system, rates shown on this schedule are not the exact figure and are being provided for general purposes only

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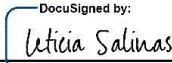
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The District does not provide a separate allocation for insurance fringe benefits.

* Contact Human Resources to update.

DocuSigned by:

 Leticia Salinas, Acting Superintendent

5/7/20

Board Approved Date

NEWARK UNIFIED SCHOOL DISTRICT**Fiscal Year 2019-2020****Counselor Annual Salary Schedule (196 days)****Effective February 1, 2020 1% Increase Over July 1, 2019**

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	67,078	68,367	70,303	73,228
2	70,173	71,595	73,527	76,109
3	73,269	74,817	76,752	79,334
4	76,367	78,043	79,978	82,558
5	79,463	81,268	83,203	85,782
6	82,558	84,492	86,428	89,006
7	85,655	87,720	89,653	92,233
8	87,073	89,138	91,072	93,652
9	88,491	90,556	92,493	95,069
10	89,910	91,977	93,910	96,492
11	91,327	93,393	95,326	97,908
12	92,746	94,358	96,748	99,326
13	94,167	96,231	98,166	100,745
14	95,584	97,650	99,584	102,167
15	97,005	99,070	101,004	103,585
16	98,425	100,490	102,424	105,004
17	99,843	101,906	103,841	106,421
18	99,843	103,327	105,261	107,841
19	99,843	103,327	106,678	109,261
20	99,843	103,327	108,100	110,677
21	99,843	103,327	108,100	112,099
22	99,843	103,327	108,100	113,515
23	99,843	103,327	108,100	114,937
24	99,843	103,327	108,100	116,355
25	99,843	103,327	108,100	117,773

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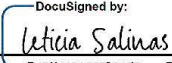
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DocuSigned by:

 Leticia Salinas, Acting Superintendent

5/7/20

Board Approved Date

NEWARK UNIFIED SCHOOL DISTRICT

Fiscal Year 2020-2021

Counselor Annual Salary Schedule (196 days)

Effective July 1, 2020 1% Increase Over Feb 1, 2020

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	67,749	69,051	71,006	73,960
2	70,875	72,311	74,262	76,870
3	74,002	75,565	77,520	80,127
4	77,131	78,823	80,778	83,384
5	80,258	82,081	84,035	86,640
6	83,384	85,337	87,292	89,896
7	86,512	88,597	90,550	93,155
8	87,944	90,029	91,983	94,589
9	89,376	91,462	93,418	96,020
10	90,809	92,897	94,849	97,457
11	92,240	94,327	96,279	98,887
12	93,673	95,302	97,715	100,319
13	95,109	97,193	99,148	101,752
14	96,540	98,627	100,580	103,189
15	97,975	100,061	102,014	104,621
16	99,409	101,495	103,448	106,054
17	100,841	102,925	104,879	107,485
18	100,841	104,360	106,314	108,919
19	100,841	104,360	107,745	110,354
20	100,841	104,360	109,181	111,784
21	100,841	104,360	109,181	113,220
22	100,841	104,360	109,181	114,650
23	100,841	104,360	109,181	116,086
24	100,841	104,360	109,181	117,519
25	100,841	104,360	109,181	118,951

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The District does not provide a separate allocation for insurance fringe benefits.

* Contact Human Resources to update.

DocuSigned by:

Leticia Salinas

5/7/20

Leticia Salinas, Acting Superintendent

Board Approved Date

NEWARK UNIFIED SCHOOL DISTRICT
Fiscal Year 2019-2020
Lead Teacher Annual Salary Schedule (196 days)
Effective July 1, 2019 1% Increase Over July 1, 2018

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	68,969	70,246	72,160	74,716
2	72,160	73,438	75,355	77,908
3	75,355	76,631	78,549	81,100
4	78,549	79,826	81,741	84,296
5	81,741	83,018	84,933	87,487
6	84,933	86,211	88,125	90,680
7	88,125	89,403	91,320	93,873
8	89,531	90,706	92,725	95,278
9	90,935	92,212	94,129	96,683
10	92,340	93,618	95,537	98,089
11	93,746	95,022	96,939	99,495
12	95,151	96,428	98,343	100,897
13	96,556	97,836	99,748	102,304
14	96,870	99,239	101,155	103,707
15	99,364	100,642	102,559	105,114
16	100,771	102,048	103,964	106,519
17	102,175	103,454	105,367	107,924
18	102,175	104,857	106,773	109,328
19	102,175	104,857	108,179	110,732
20	102,175	104,857	109,581	112,137
21	102,175	104,857	109,581	113,543
22	102,175	104,857	109,581	114,946
23	102,175	104,857	109,581	116,352
24	102,175	104,857	109,581	117,757
25	102,175	104,857	109,581	119,162

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DocuSigned by:

 Leticia Salinas, Acting Superintendent

5/7/20

Board Approved Date

NEWARK UNIFIED SCHOOL DISTRICT**Fiscal Year 2019-2020****Lead Teacher Annual Salary Schedule (196 days)****Effective February 1, 2020 1% Increase Over July 1, 2019**

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	69,659	70,948	72,882	75,463
2	72,882	74,172	76,109	78,687
3	76,109	77,397	79,334	81,911
4	79,334	80,624	82,558	85,139
5	82,558	83,848	85,782	88,362
6	85,782	87,073	89,006	91,587
7	89,006	90,297	92,233	94,812
8	90,426	91,613	93,652	96,231
9	91,844	93,134	95,070	97,650
10	93,263	94,554	96,492	99,070
11	94,683	95,972	97,908	100,490
12	96,103	97,392	99,326	101,906
13	97,522	98,814	100,745	103,327
14	97,839	100,231	102,167	104,744
15	100,358	101,648	103,585	106,165
16	101,779	103,068	105,004	107,584
17	103,197	104,489	106,421	109,003
18	103,197	105,906	107,841	110,421
19	103,197	105,906	109,261	111,839
20	103,197	105,906	110,677	113,258
21	103,197	105,906	110,677	114,678
22	103,197	105,906	110,677	116,095
23	103,197	105,906	110,677	117,516
24	103,197	105,906	110,677	118,935
25	103,197	105,906	110,677	120,354

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5/7/20

Board Approved Date

NEWARK UNIFIED SCHOOL DISTRICT

Fiscal Year 2020-2021

Lead Teacher Annual Salary Schedule (196 days)

Effective July 1, 2020 1% Increase Over Feb 1, 2020

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	70,356	71,657	73,611	76,218
2	73,611	74,914	76,870	79,474
3	76,870	78,171	80,127	82,730
4	80,127	81,430	83,384	85,990
5	83,384	84,686	86,640	89,246
6	86,640	87,944	89,896	92,503
7	89,896	91,200	93,155	95,760
8	91,330	92,529	94,589	97,193
9	92,762	94,065	96,021	98,627
10	94,196	95,500	97,457	100,061
11	95,630	96,932	98,887	101,495
12	97,064	98,366	100,319	102,925
13	98,497	99,802	101,752	104,360
14	98,817	101,233	103,189	105,791
15	101,362	102,664	104,621	107,227
16	102,797	104,099	106,054	108,660
17	104,229	105,534	107,485	110,093
18	104,229	106,965	108,919	111,525
19	104,229	106,965	110,354	112,957
20	104,229	106,965	111,784	114,391
21	104,229	106,965	111,784	115,825
22	104,229	106,965	111,784	117,256
23	104,229	106,965	111,784	118,691
24	104,229	106,965	111,784	120,124
25	104,229	106,965	111,784	121,558

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DocuSigned by:

Leticia Salinas

5/7/20

Leticia Salinas, Acting Superintendent

Board Approved Date

NEWARK UNIFIED SCHOOL DISTRICT
Fiscal Year 2019-2020
Certificated Department Chair Annual Salary Schedule (188 days)
Effective July 1, 2019 1% Increase Over July 1, 2018

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	63,200	64,491	66,424	69,003
2	66,102	67,392	69,328	71,905
3	69,003	70,295	72,231	74,807
4	71,905	73,197	75,130	77,709
5	74,807	76,099	78,032	80,614
6	77,709	79,002	80,937	83,515
7	80,712	81,902	83,838	86,416
8	81,902	83,192	85,128	87,707
9	83,192	84,480	86,416	88,996
10	84,479	85,773	87,707	90,288
11	85,773	87,061	88,996	91,576
12	87,061	88,354	90,288	92,863
13	88,354	89,643	91,576	94,156
14	89,643	90,929	92,863	95,445
15	90,929	92,222	94,156	96,735
16	92,222	93,510	95,445	98,026
17	93,510	94,800	96,735	99,315
18	93,510	96,090	98,026	100,604
19	93,510	96,090	99,315	101,894
20	93,510	96,090	100,604	103,184
21	93,510	96,090	100,604	104,473
22	93,510	96,090	100,604	105,766
23	93,510	96,090	100,604	107,052
24	93,510	96,090	100,604	108,342
25	93,510	96,090	100,604	109,633

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Employees who do not have a preliminary or a clear credential from a state recognized agency will be frozen on their current step until the school year following the date they receive their preliminary or clear California credential.

Masters: \$1,000 in addition to regular placement. Payment for degrees earned during the school year will be pro-rated. Limit 2 master degrees.*

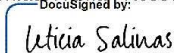
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National Board Certification: \$1,000 in addition to regular placement. Payment for certification earned during the school year will be pro-rated. Limit 1 certification.*

Stipend: Grade 7-8 \$3,150 Grade 9-12 \$3,150

The District does not provide a separate allocation for insurance fringe benefits.

* Contact Human Resources to update.

DocuSigned by:

 Leticia Salinas, Acting Superintendent

5/7/20

Leticia Salinas, Acting Superintendent

Board Approved Date

NEWARK UNIFIED SCHOOL DISTRICT
Fiscal Year 2019-2020
Certificated Department Chair Annual Salary Schedule (188 days)
Effective February 1, 2020 1% Increase Over July 1, 2019

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	63,832	65,136	67,088	69,693
2	66,763	68,066	70,021	72,624
3	69,693	70,998	72,953	75,555
4	72,624	73,929	75,881	78,486
5	75,555	76,860	78,812	81,420
6	78,486	79,792	81,746	84,350
7	81,519	82,721	84,676	87,280
8	82,721	84,024	85,979	88,584
9	84,024	85,325	87,280	89,886
10	85,324	86,631	88,584	91,191
11	86,631	87,932	89,886	92,492
12	87,932	89,238	91,191	93,792
13	89,238	90,539	92,492	95,098
14	90,539	91,838	93,792	96,399
15	91,838	93,144	95,098	97,702
16	93,144	94,445	96,399	99,006
17	94,445	95,748	97,702	100,308
18	94,445	97,051	99,006	101,610
19	94,445	97,051	100,308	102,913
20	94,445	97,051	101,610	104,216
21	94,445	97,051	101,610	105,518
22	94,445	97,051	101,610	106,824
23	94,445	97,051	101,610	108,123
24	94,445	97,051	101,610	109,425
25	94,445	97,051	101,610	110,729

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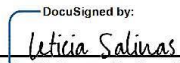
Doctorate: \$2,000 in addition to regular placement. Payment for degrees earned during the school year will be pro-rated. Limit 1 doctorate degree.

National Board Certification: \$1,000 in addition to regular placement. Payment for certification earned during the school year will be pro-rated. Limit 1 certification.*

Stipend: Grade 7-8 \$3,150 Grade 9-12 \$3,150

The District does not provide a separate allocation for insurance fringe benefits.

* Contact Human Resources to update.

DocuSigned by:

 Leticia Salinas, Acting Superintendent 5/7/20 Board Approved Date

NEWARK UNIFIED SCHOOL DISTRICT

Fiscal Year 2020-2021

Certificated Department Chair Annual Salary Schedule (188 days)

Effective July 1, 2020 1% Increase Over Feb 1, 2020

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	64,470	65,787	67,759	70,390
2	67,431	68,747	70,721	73,350
3	70,390	71,708	73,683	76,311
4	73,350	74,668	76,640	79,271
5	76,311	77,629	79,600	82,234
6	79,271	80,590	82,563	85,194
7	82,334	83,548	85,523	88,153
8	83,548	84,864	86,839	89,470
9	84,864	86,178	88,153	90,785
10	86,177	87,497	89,470	92,103
11	87,497	88,811	90,785	93,417
12	88,811	90,130	92,103	94,730
13	90,130	91,444	93,417	96,049
14	91,444	92,756	94,730	97,363
15	92,756	94,075	96,049	98,679
16	94,075	95,389	97,363	99,996
17	95,389	96,705	98,679	101,311
18	95,389	98,022	99,996	102,626
19	95,389	98,022	101,311	103,942
20	95,389	98,022	102,626	105,258
21	95,389	98,022	102,626	106,573
22	95,389	98,022	102,626	107,892
23	95,389	98,022	102,626	109,204
24	95,389	98,022	102,626	110,519
25	95,389	98,022	102,626	111,836

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Stipend: Grade 7-8 \$3,150 Grade 9-12 \$3,150

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DocuSigned by:

 Leticia Salinas, Acting Superintendent

5/7/20

Board Approved Date

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NEWARK UNIFIED SCHOOL DISTRICT
Fiscal Year 2019-2020
Program Specialist, School Nurse and Psychologist Annual Salary Schedule (196 days)
Effective July 1, 2019 1% Increase Over July 1, 2018

STEP	I
1	77,270
2	80,463
3	83,655
4	86,851
5	90,045
6	93,235
7	96,428
8	97,836
9	99,239
10	100,642
11	102,048
12	103,454
13	104,857
14	106,263
15	107,666
16	109,073
17	110,478
18	111,882
19	113,288
20	114,692
21	116,097
22	117,503
23	118,906
24	120,314
25	121,717

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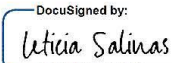
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The District does not provide a separate allocation for insurance fringe benefits.

* Contact Human Resources to update.

DocuSigned by:

 Leticia Salinas, Acting Superintendent

5/7/20

Board Approved Date

NEWARK UNIFIED SCHOOL DISTRICT**Fiscal Year 2019-2020****Program Specialist, School Nurse and Psychologist Annual Salary Schedule (196 days)****Effective February 1, 2020 1% Increase Over July 1, 2019**

STEP	I
1	78,043
2	81,268
3	84,492
4	87,720
5	90,945
6	94,167
7	97,392
8	98,814
9	100,231
10	101,648
11	103,068
12	104,489
13	105,906
14	107,326
15	108,743
16	110,164
17	111,583
18	113,001
19	114,421
20	115,839
21	117,258
22	118,678
23	120,095
24	121,517
25	122,934

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* Contact Human Resources to update.

DocuSigned by:

Leticia Salinas

5/7/20

Leticia Salinas, Acting Superintendent

Board Approved Date

NEWARK UNIFIED SCHOOL DISTRICT
Fiscal Year 2020-2021
Program Specialist, School Nurse and Psychologist Annual Salary Schedule (196 days)
Effective July 1, 2020 1% Increase Over Feb 1, 2020

STEP	I
1	78,823
2	82,081
3	85,337
4	88,597
5	91,854
6	95,109
7	98,366
8	99,802
9	101,233
10	102,664
11	104,099
12	105,534
13	106,965
14	108,399
15	109,830
16	111,266
17	112,699
18	114,131
19	115,565
20	116,997
21	118,431
22	119,865
23	121,296
24	122,732
25	124,163

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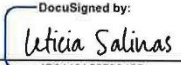
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 Leticia Salinas, Acting Superintendent

5/7/20

Board Approved Date

Coaching Stipends

High School

Sport	Head Varsity	Relationship to Head Varsity		
		Head JV/Frosh	Asst. Varsity	Asst JV/Frosh
<i>Category 1</i>				
Baseball, Basketball, Football, Soccer, Softball, Swimming, Track, Water Polo, Wrestling	\$3,000	80% - \$2,400	75% - \$2,250	65% - \$1,950
<i>Category 2</i>				
Cross Country, Volleyball, Badminton, Golf, Tennis, Lacrosse	2,600	80% - \$2,080	75% - \$1,950	65% - \$1,690
Longevity Factor				
For continuous years of coaching at the secondary level in the same sport.				
1. After Two (2) Years Commencing with the third: Stipend plus	\$200	80% - \$160	75% - \$150	65% - \$130
1. After Five (5) Years Commencing with the sixth: Stipend plus	\$300	80% - \$240	75% - \$225	65% - \$195
1. After Eight (8) Years Commencing with the ninth: Stipend plus	\$400	80% - \$320	75% - \$300	65% - \$260

Junior High

Sport	Head Coach	Asst. Coach (as approved by Human Resources)		
Basketball, Volleyball, Wrestling and all other after school sports (as approved)	\$900		\$550	

Each year the District shall determine which assignments shall be offered:

- a. Each Site shall then recommend to the Assistant Superintendent, Human Resources, the number of positions offered and the funding source.
- b. Appointment to an assignment shall be made by the Principal with the concurrence of the Assistant Superintendent, Human Resources
- c. Appointments are, as appropriate, for either one (1) year or one (1) season.

Extra Duty Stipends

High School

Assignment	Amount
Athletic Director	\$6,000
Activities Director	\$4,000
Drama Director	\$2,000
Instrumental Director	\$1,500
Vocal Music	\$1,500
Yearbook	\$1,000
Publications	\$1,000
Rally (Cheer) Squad Advisor	\$2,600

Junior High School

Assignment	Amount
Intermediate After School Sports	\$2,000
Yearbook	\$1,000
Publications	\$1,000
Instrumental Music	\$1,000
Vocal Music	\$1,000
Rally (Cheer) Squad Advisor	\$1,000

Department Chair Stipends

High School

Department	Base Amount	Amount Per Section
Electives	\$1800	\$60
English	\$1800	\$60
Fine Arts	\$1800	\$60
Math	\$1800	\$60
Modern Language	\$1800	\$60
Physical Education	\$1800	\$60
Science	\$1800	\$60
Social Science	\$1800	\$60

Junior High School

Department	Base Amount	Amount Per Section
Electives	\$1800	\$60
English	\$1800	\$60
Math	\$1800	\$60
Physical Education	\$1800	\$60
Science	\$1800	\$60
Social Science	\$1800	\$60

FAMILY CARE LEAVE	
1. Effective Date	February 5, 1994
2. Eligible Employee	One who has been employed for at least one year and has worked at least 1,250 hours within the last year.
3. Reasons for Leave	A. Birth/Placement of a child for adoption/foster care; B. Serious health condition of a spouse/parent/child; C. Serious health condition of the employee
4. Duration of Leave	Up to twelve work weeks during any twelve month period.
5. Pay Status	Unpaid.
6. Health Benefit Continuation	District pays medical benefits during leave including dental.
7. Seniority	Leave does not result in loss of any previously accrued seniority. Act does not entitle the restored employee to accrual of any employment benefits or seniority during the leave period.
8. Employee Notice Requirement	Employee to provide 30 days advance notice of leave request or such notice practicable.
9. Certification of Need for Leave	Employer may require that the need for leave based upon the serious health condition of an employee, spouse, parent, or child, be supported by certification from a health care provider. A second opinion, at the employer's expense, may be required.



NEWARK UNIFIED SCHOOL DISTRICT

Human Resources Department

Employee Leave Request

Eligible employees are entitled under the Family and Medical Leave Act (FMLA) to take up to 12 weeks of job-protected leave for certain family and medical reasons. You also may be eligible for other leave of absences such as CFRA or a special unpaid leave. Please submit this request form to your human resources manager at least 30 days before the leave is to begin whenever possible. The District reserves the right to deny or postpone leave if you do not give adequate notice when permitted under federal and/or state law.

Employee Information:

Name: _____

Today's Date: ____/____/____

Location: _____ Position: _____

☐ Certificated ☐ Classified

Work Calendar: ☐ 10-month ☐ 10.5-month ☐ 11-month ☐ 12-month

Part-time: ☐ Yes ☐ No

Reason for Requesting Leave: I am requesting leave for the following reasons: (check all that apply)

- ☐ Birth of my child; to care for my newborn child
- ☐ Placement of a child with me for: ☐ adoption ☐ foster care
- ☐ My own serious health condition
- ☐ Leave to care for a family member with a serious health condition

Relationship: _____

- ☐ Qualifying exigency because a family member is on active duty or has been called to active duty in the Armed Forces.

Relationship: _____

- ☐ Leave to care for a family member who is a member of the Armed Forces and who is undergoing medical treatment or recuperating from a serious injury or illness incurred while on active duty.

Relationship: _____

- ☐ Other (please explain) _____

Duration of Leave: Expected Start Date ____/____/____

Expected End Date ____/____/____

I understand HR must receive a note from my medical provider releasing me back to work (or after my postpartum exam if I am not returning when my maternity leave ends). Notes can be faxed directly to the HR Office at 510-792-9681.

Employee Signature: _____

Date: ____/____/____

HR USE ONLY

LOA Packet ☐ Sent ☐ Rec'd
☐ Differential/50% Pay Explained
☐ Continue Benefits

☐ CalStrs Packet (Certificated only)
☐ WOP Explained
☐ Guest Placement Clerk Notified

Newark Unified School District
Clarification of Section 13.2.3
Salary Placement

The following guidelines and examples are provided to clarify the application and meaning of Section 13.2.3 of the collective bargaining agreement which became effective July 1, 2005:

1. This section applies only to unit members who were active employees of the District on July 1, 2005 and thereafter.
2. A retirement is considered a resignation for the purposes of applying this article.
3. Unit members who resigned / retired their positions in the District on or before June 30, 2005 are subject to the provisions of Section 13.2.1 in the event that they are rehired in the District.
4. A unit member will be credited with a full year of experience provided that they have worked at least 75% of the total number of workdays in a given school year.
5. This section shall not be interpreted or applied in any manner that would enable a unit member who retires / resigns from the District to, upon their rehire and with no additional earned experience credit since the date of their separation from the District, be placed on the salary schedule so as to earn a greater salary than that to which they would have been entitled had they not separated from the District.

Example #1

Unit member resigns / retires at the end of the 2005-2006 school year with final schedule placement at Column III, Step 4 and works in private industry or chooses not to work in the 2006-2007 and 2007-2008 school years.

Unit member is rehired to teach in the District at the beginning of the 2008-2009 school year.

Upon rehire, unit member shall be placed at Column III, Step 5.

Example #2

Unit member resigns / retires at the end of the 2005-2006 school year with final schedule placement at Column III, Step 4 and teaches in another District for the 2006-2007 and 2007-2008 school years.

Unit member is rehired to teach in the District at the beginning of the 2008-2009 school year.

Upon rehire, unit member shall be placed Column III, Step 7.

Example #3

Unit member resigns / retires on December 16, 2005 with final schedule placement at Column V, Step 9 on the 2004-2005 salary schedule and works in private industry or chooses not to work for the remainder of the 2005-2006 school year.

Unit member is rehired to teach in the District at the beginning of the 2006-2007 school year.

Upon rehire, unit member shall be placed at Column III, Step 6.

Example #4

Unit member resigns / retires on December 16, 2005 with final schedule placement at Column V, Step 9 on the 2004-2005 salary schedule and teaches in a neighboring district for the remainder of the 2005-2006 school year and the 2006-2007 school year.

Unit member is rehired to teach in the District at the beginning of the 2008-2009 school year.

Upon rehire, unit member shall be placed at Column III, Step 8.

Example #5

Unit member retires / resigns on December 16, 2005 with final schedule placement at Column V, Step 9 on the 2004-2005 salary schedule with the intention of moving to another state. By the end of January, 2006, the unit member contacts the District stating that plans have changed and requests her/his position back. The District has not yet secured a replacement and agrees to rescind the resignation and/or rehire the unit member.

Upon rescission or rehire, unit member shall be placed at Column III, Step 6.

Example #6

Unit member resigns / retires at the end of the Fall semester in 2005-2006 (January 30, 2006) with final schedule placement at Column III, Step 7 with the intent to return to college. Unit member pursues additional education and does not teach during the Spring Semester 2006 and the 2006-2007 school year and completes a sufficient number of units for placement in Column IV.

Unit member is rehired to teach in the District at the beginning of the 2007-2008 school year.

Upon rehire, unit member shall be placed at Column IV, Step 7.

Example # 7

Unit member resigns / retires at the end of the 2005-2006 school year with final schedule placement at Column III, Step 12 to raise children. The unit member raises children and substitutes frequently in his/her local school district for the next five school years.

The unit member is rehired to teach in the District at the beginning of the 2011-2012 school year. Upon rehire, unit member shall be placed at Column III, Step 13.

NEWARK UNIFIED SCHOOL DISTRICT
Board Policy/Administrative Regulations

Series 4000 Personnel	BP 4119.42, 4219.42, 4319.42 *
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Exposure Control Plan for Blood Borne Pathogens

Current/Updated Board Policy can be found on the District Website at:

<https://www.newarkunified.org/board/board-policies/>

Series 4000 Personnel	AR 4119.42, 4219.42, 4319.42
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Exposure Control Plan for Blood Borne Pathogens

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NEWARK UNIFIED SCHOOL DISTRICT
Board Policy/Administrative Regulations

Series 4000

BP 4040

Personnel

Employee Use of Technology

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Series 4000

AR 4040

Personnel

Employee Use of Technology

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Newark Unified School District
Class Size Limit Waiver

I, _____, hereby grant permission for my daily student contact limit to be increased by _____ beyond the maximum number of allowed students as outlined in Article 8.5 of the negotiated agreement between the Newark Teachers Association and the Newark Unified School District. As stipulated in that agreement, I will receive a stipend of \$70 for each student over the daily student contact limit beginning the seventeenth (17th) student attendance day and thereafter.

Signature of unit member*

Date

Signature of Principal

Date

*The unit member may consult a NTA representative prior to signing this waiver.

Distribution: Human Resources
Principal
Newark Teachers Association
Teacher