

Agreement between the
Newark Teachers Association
and the
Newark Unified School District
2022-2025



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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 N), 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. If the proposed release time schedule is other than consecutive hours, the release time schedule will be determined between the District and the Association. If these parties cannot reach agreement, the release time schedule shall be determined by the Superintendent/designee and the Association President.

- 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

“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.

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, including a reasonable timeline within which a response is required, on matters subject to consultation, including those matters listed in section 3.3.2.
- 3.3.2 Upon the timely response 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.
- 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 and any absences must be reported on Aesop by 7 a.m.
- 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, Psychologists and School Nurses shall be the equivalent of ten (10) days (75 hours) more than the standard work year/work days of the unit members as set forth in section 6.1 (equivalent to 196 work days). The scheduling and recordation of these additional days/hours shall be in consultation with the employees' supervisor(s).
- 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 negotiate 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 13.6.4.

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 Transitional Kindergarten (TK) and Kindergarten shall not be less than 203 minutes. TK and Kindergarten instructional minutes shall be equal throughout the District and in alignment with the Education Code. TK and 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, Kindergarten 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 TK through 5 shall be 327 minutes
- 7.1.2.3 The maximum daily amount of pupil instructional time provided by unit members teaching in grades 6 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 ten (10) minutes before the start of the instructional day.
- 7.2.1.2 Unit members may be allowed to leave before the end of the contract day with agreement of their immediate supervisor if they have completed a work day equal to seven (7) hours and thirty (30) minutes, provided all instructional minutes, and attended all required meetings. This section is intended to apply only to sporadic circumstances as needed and not for a

regular or ongoing change in daily schedule. On this basis, approval shall not be unreasonably withheld.

- 7.2.1.3 Unit members assigned to grades six (6) through twelve (12) shall have a minimum break of 15 minutes from the start of brunch to the initial passing period bell.
- 7.2.1.4 Break time/supervision duty for unit members assigned to grades TK through five (5) shall be equitable across all elementary school sites.
- 7.2.1.5 Members shall have access to their work space between the hours of 7AM and 5PM on all scheduled work days.
- 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 13.6.4). This section applies to staff meeting hours that exceed the amount specified in section 7.13.2. This section does not apply to adjunct duties (as defined in section 7.15).
- 7.2.3 Unit members who supervise field trips that are not overnight, which extend beyond the contracted workday due to unforeseen circumstances beyond any individual's control (e.g. acts of god, mechanical breakdown, unanticipated traffic, etc.), shall be compensated at the hourly rate. The extended time will be time carded.
- 7.2.4 Unit members who supervise district sponsored overnight field trips/activities shall receive a stipend of \$200 per night.
- 7.3 Program Specialists, Psychologist, Counselors, District Nurse, Librarian, and non-traditional certificated staff shall discuss with the site administrator or immediate supervisor to create a schedule for the seven (7) hours and thirty (30) minutes work day, to include specific times in regards to start, end, break, and duty-free thirty (30) minute lunch.
 - 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 Unit members on special assignment will provide service pursuant to a special contract.
 - 7.4.1 No teacher in grades 6-12 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. Unit members working a sixth period of instruction (6/5ths) shall be paid an additional

- twenty percent (20%) of their salary for the length of this assignment.
- 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.
 - 7.4.1.4 The Activity Director shall be assigned no more than three (3) periods of instruction.
- 7.4.2 Special contracts for teachers on special assignment shall be in writing and shall include a job description prepared by the District in consultation with the Association.
- 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 13.6.4. 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 six through twelve, except in the alternative programs. This preparation time can be used for class preparation, meeting with parents, or other teacher-initiated instructional activities, exclusive of supervision, except in cases of campus disruptions.
- 7.7 Teachers in grades TK-5 shall have three (3) District-paid preparation periods per week of 40 minutes non-student contact time. This preparation time can be used to meet professional responsibilities, which can include class preparation, meeting with parents, or other teacher-initiated instructional activities, exclusive of supervision, except in cases of campus disruptions. 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 TK-5 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. The time between the end of the instructional day and the end of the work day shall be considered additional preparation time, not including yard duty and staff meeting responsibilities, and upon reasonable prior notification, for parent, administrative, and student conferences.
- 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 I)
- 7.7.2 The teacher preparation day shall be uniform throughout the District, and will not be shifted because of holidays.
- 7.7.3 Early release days shall be utilized for teacher-directed preparation and planning activities.
- 7.7.3.1 Ninety (90) minutes per month shall be used for professional development. All other time shall be utilized for teacher-directed preparation and planning activities.
- When site based, these activities shall be determined by the site administrator in consultation with the instructional leadership team and may include by way of example: PLCs, PBIS, District and site-based initiatives, mandatory trainings, and site-based committee meetings.
- 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.
- 7.7.5.1 This support shall begin as soon as feasible at the beginning of the school year.

- 7.7.5.2 All elementary school sites shall participate in this support and/or enrichment plan.
- 7.7.5.3 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 to regular classroom teachers in grades 6-12 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 6 through 12 except in the alternative programs.
- 7.10 Teachers in grades TK through 5 who are relieved by teachers hired with specially designated 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 resource specialists and P.E. teachers:
 - 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.
 - 7.11.1.5 If a member has open teaching sections, the administrator shall assign additional instructional duties to the member during those open sections or for an equivalent number of weekly hours. These duties shall directly benefit students.
- 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, PLC, professional development, staff collaboration, or grade level meetings. Agendas for staff meetings should be provided at least two (2) workdays in advance, absent exigent circumstances.
- 7.13.2 Staff meetings shall be limited to 20 hours, per year, beyond the regular workday. A staff meeting shall not be held during the week of the 90-minute professional development meeting described in section 7.7.3.1.
- 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 and agreement of the site administrator.
- 7.13.3.1 If a staff meeting is extended beyond the work day by a majority vote of the faculty at the site and agreement of the site administrator, a member may voluntarily stay and be compensated at the hourly rate.
- 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. Meeting agendas should be provided at least two workdays in advance, absent exigent circumstances.
- 7.13.5 To the greatest extend possible, specific professional development shall be provided for special education teachers, science resource teachers, and physical education teachers.
- 7.13.6 By the first week of May, the District and NTA will jointly survey unit members regarding meaningful professional development topics. The data will be used as part of the planning for professional development in the ensuing school year.
- 7.14 Campus Supervision: At elementary sites, all student supervision 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. Prior to the beginning of the student instructional year, teachers shall be given the opportunity to express their preference for before school, break, or after school supervision. This input shall be considered in assigning campus supervision responsibilities to the greatest extend possible.
- 7.15 Adjunct Duties: Adjunct duties are non-instructional duties which may occur 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 which involve non-classroom supervision of pupils, shall be on a voluntary basis.
- 7.15.3 Adjunct Duty Assignment Procedures
 - 7.15.3.1 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.
 - 7.15.3.2 Unit members shall not be required to sign up for more than two (2) adjunct duties per year from the list provided in section 7.15.3.1. 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.
 - 7.15.3.3 Distribution of adjunct duties for unit members who work at multiple sites shall be equitable with unit members who work at one site.

Distribution of adjunct duties for unit members whose regular assignment is less than 0.5 FTE, shall be equitable with unit members whose regular assignment is 0.5 FTE or greater.
 - 7.15.3.4 The following unit members shall not be required to perform an adjunct duty, if assigned to support multiple sites: program specialists, school psychologists, and speech language therapists.
 - 7.15.3.5 After this initial sign-up period, administrators may assign adjunct duties to any member who has not already signed up.
 - 7.15.3.6 A finalized site adjunct duty schedule will be shared with all site members by the end of the fifth full week of school.
- 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 4:00 p.m., the District will offer unit members whose attendance is required compensation at the hourly rate for the time past 4:00 p.m.

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.

7.18.1.1 The District will provide the Association with a list of duties of Administrative Designees. The parties acknowledge these duties may vary by site.

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.

7.19 Any member who is asked by a site administrator or district administrator to present at a board meeting shall do so on a voluntary basis.

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-5 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 6-12 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 Staffing Ratio/Class Size and Grades K-3 Class Size
- 8.2.1 TK Staffing Ratio/Class Size: The District will staff TK classrooms according to the student to adult ratio established by state law. For the 2022-2023 school year this ratio is 12 to 1 (with a maximum class size of 24), and for 2023-2024 this ratio is expected to be 10 to 1 (with a maximum class size of 20) contingent on available state funding.

The K-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").
 - 8.2.2 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).
 - 8.2.3 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.
 - 8.2.4 Special education, adaptive physical education, and ELD classes shall not be included in computing the District class size average for grade levels TK-3.
 - 8.2.5 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.

- 8.2.6 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.
- 8.2.7 TK – P.E. and Science Specialists’ student to adult ratio and class sizes shall not exceed the limits set forth in section 8.2.1 above. Grade level K-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 4-5-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 five (5) 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 five (5), 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 6-8 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 O. The 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 not exceed 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 6-12, 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 (Process and Forms Handbook) 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.
- 9.1.2.1 If any of the activities called for under the E3 process are impracticable because of the illness or absence of the unit member or evaluator, timelines set forth in this Article shall be extended to an equal number of days as the absence or illness. Except as provided in the previous sentence, if an evaluator fails to meet any of the timelines in this article for a permanent unit member's evaluation, this fact shall be noted on the final evaluation together with a statement that this may have adversely affected the unit member's successful participation in the evaluation process.
- 9.1.3 Each bargaining unit member shall not have more than one evaluator concurrently.
- 9.1.3.1 All permanent Educators being evaluated shall be offered, but not required to utilize, a Peer Coach to guide and assist the Educator through the process.
- 9.1.3.1.1 Unit members need to have been evaluated at least once using NUSD's E3 system before becoming a Peer Coach.
- 9.1.3.1.2 Unit members and Peer Coaches shall be matched credential to credential or subject to subject, insofar as feasible. Assignments may be made by HR if all efforts to match credentials or subjects have been exhausted.
- 9.1.3.1.3 The role of Peer Coach is voluntary.
- 9.1.3.1.4 Upon agreement, the Peer Coach will receive additional compensation of \$500 for each educator under E-3.

- 9.1.3.2 All probationary and/or temporary unit members with a clear credential shall be provided a Peer Coach to guide and assist the Educator through the process.
- 9.1.3.3 The Peer Coach will uphold the roles and responsibilities outlined in the Educator Effectiveness Evaluation (E3) Process and Forms Handbook (Appendix K).
- 9.1.3.4 All probationary and/or temporary unit members without a clear credential shall be provided an Induction Coach to guide and assist the Educator through each process. Upon request, all probationary and/or temporary unit members without a clear credential shall be provided with a Peer Coach if one is available.

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) Timeline (Appendix J), E3 Process and Forms Handbook (Appendix K), the Classroom Teachers and TOSA’s Rubric Handbook (Appendix L), and the Specialists Rubric Handbook (Appendix M). 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.

The Parties agree to update the Rubric Handbook to reflect the 2009 Continuum of Teaching Practice (5 levels of performance). A subcommittee of District and NTA members shall meet during the 2023-2024 school year to produce this update in time for use in the 2024-2025 school year. If the subcommittee agrees upon the revisions, they shall be deemed to have been approved by the District and NTA. If there is any disagreement, the issues shall be referred back to the leadership of both parties for resolution. For the 2023-2024 school year, the existing Rubric Handbook will be utilized (4 levels of performance).

9.1.4.1 All unit members being evaluated shall attend an Orientation meeting to obtain information on the evaluation process. The meeting will be scheduled no later than September 1st or 15 days after the first day of school. The training will review, but is not limited to covering, the Educators' roles and responsibilities and the evaluation timeline. The Educator will receive copies of the E3 Process and Forms Handbook and the Rubric Handbook.

9.1.4.2 If the Evaluator is scheduled to complete the E3 Calibration Certification, it will be completed by October 1st.

9.1.4.2.1 The District will ensure that evaluation documents completed by evaluators who are not Calibration certified are consistent with those completed by evaluators who are Calibration certified. Evaluation documents completed by evaluators who are not Calibration certified shall be reviewed and

initialed by a Calibration certified evaluator prior to being finalized.

9.1.4.2.2 Unit members who are assigned an interim evaluator shall be given the opportunity to meet with the interim Evaluator and the Peer Coach to review any of the following that have been completed: 1) Individual Plan and Goals form, 2) Drop-In visit write-ups, and/or 3) Video Reflection Debrief Report before the Summary Evaluation is completed.

9.1.4.3 The California Standards for the Teaching Profession (CSTP) and The Danielson Domain placemats and corresponding rubrics shall be used for the evaluation process by all unit members.

9.1.4.4 Peer Coaches will attend an initial training along with the other sessions required to support the Educator, e.g. Individual Planning Conference, Review Meeting #1, and Reflective Conversation Wrap Up.

9.1.4.5 Unit members have the sole responsibility and discretion to choose the Video or Portfolio option for use in the evaluation process.

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.

9.2.2.1.1 The district shall provide appropriate electronic storage for district-provided devices.

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.

9.2.2.5 In assessing the efficacy of instruction, the evaluator will take into account the particular strategies and approaches applicable to online curriculum.

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 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-5, or a change in department in grades 6-12. For purposes of this Article, Birch Grove Primary and Birch 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, 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.

10.6.3 The filing of an application for transfer is without prejudice to the unit member.

10.6.4 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.

10.6.4.1 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.

10.6.4.2 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).

10.6.5 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.

10.9 Bargaining unit members shall be reassigned only to positions for which they hold a valid California credential or to positions outside their credential area in accordance with California law and regulations.

10.10 Committee on Assignment

- 10.10.1 The Committee on Assignment shall be established prior to the end of the previous school year.
- 10.10.2 In accordance with Board Policy 4113, the committee on assignment shall consist of two (2) unit members and two (2) administrators.
- 10.10.3 Unit committee members shall be selected by the Association.
- 10.10.4 Replacement of unit committee members shall be selected by the Association.
- 10.10.5 The District shall provide reasonable release time for unit committee members to carry out the responsibilities of the committee.

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 they were not on leave. A unit member on unpaid leave may continue to pay the District for benefits available under the terms of the District's Internal Revenue Code section 125 plan the same as if they were not on leave through an invoicing process.
- 11.1.2 Part-time unit members 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, first cousins of the unit member or of the unit member's spouse/domestic partner, or any relative living in the immediate household of the unit member. For the purposes of Bereavement Leave, "immediate family" includes 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 their return. In the event that a substitute is employed due to the unit member's failure to notify the District Human Resources Office of their 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 they agree otherwise, be reinstated in the position held 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 school year. Except as provided herein, credited Sick Leave may be utilized at any time during the school year for reasons of illness, accident or quarantine which makes performance of duties impractical.
- 11.2.2 Sick Leave will be credited to returning unit members as of July 1 of each school 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 school year to the next. At the time of service retirement, earned and unused Sick Leave shall be credited for retirement as permitted by the State Teachers' Retirement System or the Public Employees' Retirement System.
- 11.2.4 A unit member may at their 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 period longer than the standard work year 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/designee 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 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 Any unit member qualifying for an STRS (State Teachers' Retirement System) or PERS (Public Employees' 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 Unit member association activities; and
 - 11.4.2.5 Occupational investigation unless a unit member receives a Reduction in Force notice.
- 11.4.3 Unit members 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 but shall not be credited for retirement as described in section 11.2.3 unless permitted by STRS or PERS.
- 11.5.2 Such leave will not be authorized for unit member organization activities.
- 11.5.3 Unit members 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 to a unit member during any period of their pregnancy. Such leave will normally be requested a minimum of 30 days in advance of the leave commencement date.
 - 11.6.1.1 The unit member shall utilize Sick Leave during any period of disability resulting from pregnancy, pregnancy loss, childbirth or related medical conditions provided that the dates of such disability shall be certified by the unit member's physician or recognized practitioner. A unit member who exhausts all Sick Leave and remains disabled resulting from pregnancy, pregnancy loss, childbirth or related medical conditions shall be afforded leave under section 11.2.7 above.
 - 11.6.1.2 If the unit member has any remaining accumulated Sick Leave after they have been released to return to work by their physician or recognized practitioner, they 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 they were 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

Unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

- 11.7.1 Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, unit members 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 A unit member who exhausts their accumulated sick leave prior to expiration of the 12 week child bonding leave shall be entitled to differential pay as defined in section 11.2.7 above 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 to 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 be completed within three (3) months from the date of the death of the family member.
- 11.9.2 One (1) of the foregoing five (5) days may be used by a unit member in the event of pregnancy loss (their own or their spouse/domestic partner).
- 11.9.3 An additional one (1) of the foregoing five (5) days may be used by a unit member in the event of loss of a current student.

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 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 they would have received had they not suffered the industrial accident or illness. If the unit member is still absent from duty as a result of such industrial accident, they 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 their duties but fails to accept an appropriate assignment, shall be removed from the reemployment list and deemed to have terminated employment.
 - 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 their position, the provisions of section 11.2.7 above shall apply.

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 their 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, they shall be entitled to return to the position held at the time of election, at the salary to which they would have been entitled had they not been absent 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 unit members 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 unit member 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, the District is encouraged to provide this type of leave to qualifying unit members.
 - 11.13.1.2 An eligible unit member 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 unit member is entitled to a combined total of 26 week of all types of Family Medical Leave Act (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 unit member.
- 11.13.4 Within six months after such unit member honorably leaves such service or has been placed on inactive duty, they shall be entitled to return to the position held at the time of entrance into such service, at the salary to which they would have been entitled had they not been absent 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 their 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

The Governing Board may grant sabbatical leaves to unit members pursuant to the provisions of Education Code sections 44966 through and including 44974.

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 Agreement is not grievable.

11.17 Family Care and Medical Leave (FMLA)

- 11.17.1 The District shall provide up to twelve (12) workweeks of paid or unpaid FMLA leave for all eligible unit members, depending on the requirements of the 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 FMLA 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 FMLA leave (i.e., a unit member shall be entitled to 12 workweeks of FMLA leave in any 12-month period, which shall be counted backward from the first date that such leave is taken). FMLA leave and other forms of paid or unpaid leave utilized by the unit member shall run concurrently.
- 11.17.3 Unit members eligible for FMLA leave under this Article may use their accrued, unused Sick Leave to remain in paid status during FMLA leave.
- 11.17.4 Whenever a unit member on FMLA 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 their 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 2022-2023, 2023-2024, 2024-2025 school years:

13.1.1 2022-2023 School Year:

Effective July 1, 2022, all bargaining unit salary schedules shall be increased by ten percent (10%). This increase shall apply to all unit members employed by the District as of the date of this Tentative Agreement (March 31, 2023).

13.1.2 2023-2024 School Year:

13.1.2.1 Effective July 1, 2023, all bargaining unit salary schedules shall be increased by two percent (2%).

13.1.2.2 Effective January 1, 2024 all bargaining unit salary schedules shall be increased by four percent (4%).

13.1.3 2024-2025 School Year:

Unit member salaries for the 2024-2025 school year shall be subject to reopener negotiations pursuant to Article 22 of this Agreement.

13.2 Initial Salary Schedule Placement

13.2.1 Initial Salary Step Placement: 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 credentialed 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.

13.2.1.2 A unit member must teach seventy-five percent (75%) of the days that school is in session in order to have that year count as a year of experience. Credit for a year of experience may be accumulated in two (2) semesters in the same school year at different institutions or in different school years.

13.2.1.3 Unit members who are employed in part-time positions shall be granted credit for a year of service only if they teach seventy-five percent (75%) of their part-time assignment.

13.2.1.4 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.

13.2.2 Initial Salary Column Placement: Unit members shall be placed on the salary schedule based upon their education completed.

13.2.2.1 Only units completed after the award of a Bachelor's degree shall be counted.

13.2.2.2 All units shall have been earned at an accredited college or university.

13.2.2.3 Quarter units shall be converted to semester units by multiplying the quarter units by two-thirds (2/3).

13.2.3 For the purpose of proper placement on the salary schedule, each unit member shall submit to the District, for its files, verification of training and experience.

13.2.4 The initial responsibility for recommending proper placement of personnel rests with the Human Resources Administrator.

13.3 Salary Schedule Progression

13.3.1 Salary Step Progression: Step progression as earned shall be paid effective the first work day of each year of this Agreement. Unit members shall not advance more than one annual increment per year except in unusual circumstances and upon the recommendation of the Superintendent and approval by the Board.

13.3.2 Salary Column Progression: Unit members who qualify for salary column progression as of October 15 shall have their salary advancement become effective retroactive to the first workday of the school year. Unit members who qualify for salary column progression as of February 15 shall have their salary advancement become effective retroactive to January 1. The Human Resources Department shall have up to three months to verify the units once the units are submitted.

13.4 Stipends

13.4.1 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, 2022, 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 - \$1,500 (limit 1)

13.4.2 Appendices F and G set forth the stipend structure for Coaching Stipends, Extra Duty Assignments, and Department Chair Stipends.

13.4.3 All teachers assigned to the DLI program will receive an eight-hundred (\$800) stipend and teachers assigned to the DLI program who hold a Spanish Bilingual Authorization will receive an additional one thousand two hundred dollars (\$1,200). This stipend will provide support for the following additional duties including but not limited to: preparation for parent conferences, additional testing, planning, and preparation of aligned units and materials in the target language.

13.4.4 In consultation with the Association, the District will make every effort to create incentive programs for hard to fill positions. These may include stipends for current teachers and signing bonuses for new teachers.

13.5 Payroll

13.5.1 Regular Payroll:

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

13.5.2 Supplemental 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:

13.5.2.1 Adult School

13.5.2.2 Home Teaching and Miscellaneous Employment Requiring a Time Card

13.5.2.2.1 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.

13.5.2.3 Coaching

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

13.5.2.4 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.

13.6 Related Salary Matters

- 13.6.1 Compensation for days of service assigned beyond the regular work year shall be on a per diem basis.
- 13.6.2 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.
- 13.6.3 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 G).
- 13.6.4 The hourly rate shall be \$55.00 per hour. This rate shall be effective for eligible services performed after ratification of this 2022-2023 through 2024-2025 Agreement.
- 13.6.5 The in-house rate for substitution during a preparation period shall be \$70.00 for each period.
- 13.6.6 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.
- 13.6.7 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:
- 13.6.7.1 Retire no later than the school year in which he/she reaches age sixty (60);
 - 13.6.7.2 Have completed fifteen (15) years of satisfactory service; and
 - 13.6.7.3 Have submitted a letter of intent to retire on or before February 1, of the last year of service.
- 13.6.8 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:
- 13.6.8.1 Have completed fifteen (15) years of satisfactory service with the District;
 - 13.6.8.2 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,
 - 13.6.8.3 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 use the appropriate district protocol to notify the District of any non-or unsafe working condition.
- 14.1.2.1 The District should provide a written response of when the condition is going to be fixed or mitigated with interim measures within 72 hours.
- 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.
- 14.1.14 All broken door locks will be fixed or mitigated with interim measures, including moving to a room with an operating door lock, as soon as possible, and in any event, within 48 hours.
- 14.1.15 All classroom doors will be window free or equipped with window coverings designed to prevent visibility into classrooms.
- 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 S) 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

- 18.1 This article does not limit unit members from coverage under other Articles of this agreement. This Article is in addition to such coverage. All provisions of this Article reflect and shall comply with State and Federal Laws.
- 18.2 Program Specialist
- 18.2.1 A program specialist shall not be required to perform an adjunct duty or supervision/yard duty.
- 18.2.2 A program specialist shall be paid in accordance with Appendix E, based on a 196 day work year.
- 18.2.3 If a program specialist is assigned to take on the role of administrator designee, every effort shall be made to provide at least twenty-four (24) hours notice.
- 18.3 School Psychologist and Speech Language Pathologist (SLP)
- 18.3.1 A psychologist/SLP whose office location is changed at any time will have the physical move of materials and records accomplished by appropriate District staff.
- 18.3.2 Each psychologist/SLP shall have access to a space where at the time services are being provided will be private with access to a phone.
- 18.3.3 Each psychologist/SLP shall meet individually with the Director of Special Education or designee not later than 30 days before the end of the current school year to indicate preferences for work assignments for the following year. These preferences must be considered prior to assigning psychologists.
- 18.3.4 A psychologist shall be paid in accordance with Appendix E, based on a 196 day work year. Additional work days may be directed by the unit member's supervisor.
- 18.3.5 A SLP shall be paid in accordance with Appendix E, based on a 196 day work year. Additional work days may be directed by the unit member's supervisor.
- 18.3.6 The average caseloads and duties of SLPs shall comply with the Education Code.
- 18.4 Resource Specialists
- 18.4.1 A resource specialist shall not be assigned to provide services at more than two (2) work sites.
- 18.4.2 A resource specialist shall receive preparation time equivalent and prorated to time received by a general education unit member at the same site.

- 18.4.3 Resource Specialists shall create a weekly schedule that includes time set aside to perform the duties and responsibilities required by law (service minutes, assessment, report writing etc.) and addresses the students' needs on their caseload. The schedule shall be created by the resource specialist with input from the site administrator(s) and impacted general education teachers.
 - 18.4.3.1 The resource specialist will update this schedule as needed when their caseload increases or decreases with input from the site administrator(s) and impacted general education teachers.

- 18.5 Special Education Communications and Meetings:
 - 18.5.1 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.
 - 18.5.2 Special Education staff development, meetings, or activities scheduled by the Department of Special Education that extend beyond the regular work day shall be subject to the ten (10) hour limit outlined in Article 7.13.2.
 - 18.5.3 The District shall make every effort to provide unit members with a list of all required Special Education Department meetings within ten (10) days of the start of the school year.
 - 18.5.4 To the greatest extent possible, Special Education staff members will be required to attend no more than the number of staff meetings as their general education peers. If a Special Education staff meeting takes place on a week when a school staff meeting is scheduled, the special education staff member shall collaborate with Administration to determine which staff meeting they will attend.

- 18.6 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 the Director of Special Education.
 - 18.6.1 Unit members shall be paid at their per diem rate for additional IEP related work performed.
 - 18.6.2 Unit members 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.
 - 18.6.3 The Unit members 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.
 - 18.6.4 Definition of Extra Duty in Support of IEPs:

- 18.6.4.1 Annual IEPs
 - 18.6.4.1.1 Updating progress on current goals and Present Levels of Performance (PLOP)
 - 18.6.4.1.2 Drafting new goals
 - 18.6.4.1.3 Scheduling the IEP
 - 18.6.4.1.4 Preparing all necessary IEP paperwork
 - 18.6.4.1.5 Holding the IEP meeting
- 18.6.4.2 Initial and Triennial IEPs, duties include all items above as well as:
 - 18.6.4.2.1 Completing required assessment and observations.
 - 18.6.4.2.2 Observations and direct assessment will be supported by a guest teacher.
 - 18.6.4.2.3 Writing a report of the assessment results.
- 18.6.5 Should the unit member 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.
- 18.6.6 Unit members 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.
- 18.6.7 The district shall provide guest teacher coverage as available.
- 18.6.8 The district shall compensate the bargaining unit member for any prep time used to perform voluntary extra duty as defined in 18.6.1.
- 18.6.9 Unit members shall not take on more than six (6) for SDC or twelve (12) for RSP additional cases.
- 18.6.10 All work is completed on a voluntary basis. Should a unit member 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.
- 18.6.11 The district shall not retaliate against members who choose to end voluntary duties, or who choose not to volunteer at all.
- 18.6.12 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.

- 18.6.13 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.
- 18.6.14 All hours must be recorded on a time card and turned in to the Special Education office on a monthly basis.
- 18.6.15 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.
- 18.6.16 Unit members that provide support for IEPs are not assuming the role of Case Manager.
- 18.6.17 Unit members can agree to complete progress reports and be compensated at the hourly rate.
- 18.7 Projections
 - 18.7.1 The Special Education Department will solicit input and review plans for class configurations and student assignments for the following school year at a Special Education Department Meeting at least 90 days prior to the end of the current school year.
 - 18.7.2 The Special Education Department will utilize two (2) Special Education Department meetings for reviewing student transition projections and soliciting input from teachers for potential class configurations for the following school year.
- 18.8 Preschool
 - 18.8.1 Classroom Configuration
 - 18.8.1.1 Non-categorical classrooms are those in which students with a wide variety of special needs and challenges are served.
 - 18.8.1.2 Each classroom will have two, 3 hour, class sessions per day, Monday-Thursday for a total of twelve (12) hours per week of specialized academic instruction.
 - 18.15.1.2.1 AM Class: 8:30-11:30 am
 - 18.15.1.2.2 PM Class: 12:15-3:15 pm
 - 18.8.2 Schedule
 - 18.8.2.1 Monday-Thursday will include a total of twelve (12) hours per week of student instructional time.
 - 18.8.2.2 Fridays are reserved for IEPs, assessment, preparation/planning, training, and Parent Information and Education (PIE) opportunities.

18.8.2.3 Sample Weekly Schedule

The weekly schedule here is intended to provide an example of a typical week's schedule. It may be adjusted to meet with the needs of the program, with collaboration between the parties.

	Mon	Tues	Wed	Thurs	Fri
8:00-8:30	Classroom specific meeting IA & teacher: student review	Behavior Meeting: whole PK staff with behavior	All staff morning meeting	Service Provider Training/Class Mtg	-RSP Support -Weekly Assessment Team meeting -Prep (increase in caseload meaning more Prep time needed). No prep throughout the week. -Parent Training -Site Meetings -Annual/ Transition IEPs -Parent Questionnaires
8:30-11:30	AM class	AM class	AM class	AM class	
11:30-11:45	AM Pick-Up/ Re-set class/ Disinfect	AM Pick-Up/ Re-set class/ Disinfect	AM Pick-Up/ Re-set class/ Disinfect	AM Pick-Up/ Re-set class/ Disinfect	
11:45-12:15	Lunch	Lunch	Lunch	Lunch	
12:15-3:15	PM class	PM class	PM class	PM class	
3:15-3:30	PM Pick-Up/ Re-set class/ Disinfect	PM Pick-Up/ Re-set class/ Disinfect	PM Pick-Up/ Re-set class/ Disinfect	PM Pick-Up/ Re-set class/ Disinfect	

18.9.3 In-House Subbing

18.9.3.1 Short Term In-House Subbing

18.9.3.1.1 Short term is defined as 5 or fewer consecutive days of instruction.

18.9.3.1.2 The district shall make every effort to secure a certificated guest to cover a full day absence at the preschool.

18.9.3.1.3 If a guest cannot be found the administrator may ask the other preschool teachers to

take on some of the students from the class without a guest.

18.9.3.1.3.1 If a single classroom is divided among multiple other classrooms, the unit members who volunteer to take on the additional fraction of a class will receive the corresponding fractional rate based on the current daily substitute rate.

18.9.3.2 Long Term In-House Subbing

18.9.3.2.1 Long term is defined as 6 or more consecutive days of instruction.

18.9.3.2.2 The district shall make every effort to secure a certificated guest to cover a long term absence at the preschool.

18.9.3.2.3 If a guest cannot be found the administrator may ask the other preschool teachers to take on some of the students from the class without a guest.

18.8.3.2.3.1 If a single classroom is divided among multiple other classrooms, the unit members who volunteer to take on the additional fraction of a class will receive the corresponding fractional rate based on the current daily substitute rate.

18.10 Due Process Hearings: When a unit member is required to participate in a due process hearing, the District will provide the unit member with release time for the purposes of preparation and attendance at the hearing, without loss of compensation. If the due process hearing is held after regular hours of employment, a unit member will be compensated at the hourly rate.

8.11 Program Modification and Training

18.11.1 The District will provide appropriate training prior to modifying instructional and/or assessment models.

18.12 Program Locations

18.12.1 The district shall provide unit members with the site location of each Special Day Class (SDC) program no later than twenty (20) days before the last instructional day of the school year.

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 to the site office as soon as possible and no later than 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.

19.1.4.1 If technology required for teaching and learning needs repair, the district will provide a replacement while their technology is being repaired.

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).

19.3.1 The District will have extra teacher computer devices available to provide members when their Chromebook is given to IT for repair.

19.4 Training and Expectations: The District shall provide, in a timely manner, 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.

19.4.1 At the request of the site administrator, a unit member that provides the training to another unit member will be paid at the hourly rate if not part of their essential or adjunct duties.

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.
 - 19.6.2.1 Newark Teachers Association Executive Board shall have access to email all school site groups. It is the responsibility of the Association to provide the District with names of the unit members currently serving on the Executive Board.
 - 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: District Administration may ask 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. This is voluntary and the unit member will 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 2022-2023 through 2024-2025 school years and will remain in full force and effect from the date of ratification through June 30, 2025, subject to the following sections.
- 22.2 During the 2023-2024 school year, both parties shall meet to negotiate for the 2024-2025 school year. The parties mutually agree to reopen negotiations on Article 13 (Compensation) and one additional article of each parties' choice.

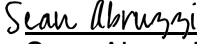
Except as otherwise noted, this Agreement will become effective July 1, 2022 and will remain in full force and effect through June 30, 2025. During the term of this Agreement, the Agreement shall be closed except as provided in this Article. During the term of this Agreement, if the state amends the 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 Agreement.

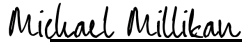
ARTICLE 23: SIGNATURES

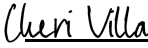
In witness whereof, the Newark Teachers Association has caused this Agreement to be signed by its President, Vice President, Negotiations Team Chairperson, and California Teachers Association staff, and the Board of Education of the Newark Unified School District has caused this Agreement to be signed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

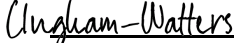
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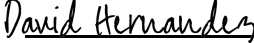
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Nancy Thomas
President, NUSD Board of Education


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Sean Abruzzi
President, Newark Teachers Association

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Dr. Michael Milliken
Interim Superintendent, NUSD

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Cheri Villa
Lead Negotiator, Newark Teachers Association

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Catherine Ingham-Watters
Executive Director of Human Resources
NUSD

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David Hernandez
Executive Director

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Gregory J. Dannis
Legal Counsel, NUSD

NEWARK UNIFIED SCHOOL DISTRICT
2022/2023 Certificated Teacher Salary Schedule

Annual rate based on 1.00 FTE, 186 days

Board approved 10% increase 4/20/23 effective 7/1/22

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	71,991	73,458	75,665	78,602
2	75,297	76,753	78,968	81,905
3	78,602	80,071	82,273	85,212
4	81,905	83,378	85,582	88,516
5	85,212	86,682	88,884	91,826
6	88,516	89,989	92,194	95,130
7	91,826	93,292	95,498	98,436
8	93,292	94,763	96,967	99,908
9	94,763	96,234	98,436	101,374
10	96,234	97,702	99,908	102,843
11	97,702	99,171	101,374	104,311
12	99,171	100,638	102,843	105,782
13	100,638	102,108	104,311	107,251
14	102,108	103,582	105,782	108,721
15	103,582	105,047	107,251	110,188
16	105,047	106,515	108,721	111,660
17	106,515	107,986	110,188	113,127
18	106,515	109,458	111,660	114,597
19	106,515	109,458	113,127	116,065
20	106,515	109,458	114,597	117,536
21	106,515	109,458	114,597	119,007
22	106,515	109,458	114,597	120,473
23	106,515	109,458	114,597	121,944
24	106,515	109,458	114,597	123,410
25	106,515	109,458	114,597	124,882

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

Employees who do not have a preliminary or 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.

Education Stipends

Masters: \$1,000 in addition to regular placement, limit 2*

Doctorate: \$2,000 in addition to regular placement, limit 1*

National Board Certification: \$1,500 in addition to regular placement, limit 1*

*Payment for the degrees earned or new hire during the school year will be pro-rated

Dual Language Immersion (DLI) Stipends

All teachers assigned to the DLI program will receive an \$800 stipend.

Teachers assigned to the DLI program who hold a Spanish Bilingual Authorization will receive an additional \$1,200.

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

NEWARK UNIFIED SCHOOL DISTRICT 2023/2024 Certificated Teacher Salary Schedule

Annual rate based on 1.00 FTE, 186 days

Board approved 2% increase 4/20/23 effective 7/1/23

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	73,431	74,927	77,178	80,174
2	76,803	78,288	80,547	83,543
3	80,174	81,672	83,918	86,916
4	83,543	85,046	87,294	90,286
5	86,916	88,416	90,662	93,663
6	90,286	91,789	94,038	97,033
7	93,663	95,158	97,408	100,405
8	95,158	96,658	98,906	101,906
9	96,658	98,159	100,405	103,401
10	98,159	99,656	101,906	104,900
11	99,656	101,154	103,401	106,397
12	101,154	102,651	104,900	107,898
13	102,651	104,150	106,397	109,396
14	104,150	105,654	107,898	110,895
15	105,654	107,148	109,396	112,392
16	107,148	108,645	110,895	113,893
17	108,645	110,146	112,392	115,390
18	108,645	111,647	113,893	116,889
19	108,645	111,647	115,390	118,386
20	108,645	111,647	116,889	119,887
21	108,645	111,647	116,889	121,387
22	108,645	111,647	116,889	122,882
23	108,645	111,647	116,889	124,383
24	108,645	111,647	116,889	125,878
25	108,645	111,647	116,889	127,380

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NEWARK UNIFIED SCHOOL DISTRICT
2023/2024 Certificated Teacher Salary Schedule

Annual rate based on 1.00 FTE, 186 days

Board approved 4% increase 4/20/23 effective 1/1/24

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	76,368	77,924	80,265	83,381
2	79,875	81,420	83,769	86,885
3	83,381	84,939	87,275	90,393
4	86,885	88,448	90,786	93,897
5	90,393	91,953	94,288	97,410
6	93,897	95,461	97,800	100,914
7	97,410	98,964	101,304	104,421
8	98,964	100,524	102,862	105,982
9	100,524	102,085	104,421	107,537
10	102,085	103,642	105,982	109,096
11	103,642	105,200	107,537	110,653
12	105,200	106,757	109,096	112,214
13	106,757	108,316	110,653	113,772
14	108,316	109,880	112,214	115,331
15	109,880	111,434	113,772	116,888
16	111,434	112,991	115,331	118,449
17	112,991	114,552	116,888	120,006
18	112,991	116,113	118,449	121,565
19	112,991	116,113	120,006	123,121
20	112,991	116,113	121,565	124,682
21	112,991	116,113	121,565	126,242
22	112,991	116,113	121,565	127,797
23	112,991	116,113	121,565	129,358
24	112,991	116,113	121,565	130,913
25	112,991	116,113	121,565	132,475

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

NEWARK UNIFIED SCHOOL DISTRICT
2022/2023 Certificated Counselor Salary Schedule

Annual rate based on 1.00 FTE, 196 days

Board approved 10% increase 4/20/23 effective 7/1/22

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	76,397	77,867	80,071	83,403
2	79,924	81,543	83,743	86,684
3	83,449	85,213	87,416	90,356
4	86,978	88,886	91,091	94,029
5	90,505	92,561	94,763	97,701
6	94,029	96,231	98,436	101,373
7	97,557	99,908	102,111	105,048
8	99,171	101,522	103,727	106,665
9	100,786	103,139	105,344	108,279
10	102,402	104,756	106,957	109,899
11	104,015	106,369	108,571	111,511
12	105,632	107,469	110,189	113,126
13	107,251	109,601	111,805	114,743
14	108,865	111,218	113,421	116,362
15	110,483	112,836	115,038	117,977
16	112,100	114,453	116,654	119,594
17	113,715	116,064	118,269	121,207
18	113,715	117,684	119,887	122,824
19	113,715	117,684	121,499	124,443
20	113,715	117,684	123,120	126,056
21	113,715	117,684	123,120	127,674
22	113,715	117,684	123,120	129,287
23	113,715	117,684	123,120	130,907
24	113,715	117,684	123,120	132,521
25	113,715	117,684	123,120	134,137

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

NEWARK UNIFIED SCHOOL DISTRICT
2023/2024 Certificated Counselor Salary Schedule

Annual rate based on 1.00 FTE, 196 days

Board approved 2% increase 4/20/23 effective 7/1/23

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	77,925	79,424	81,672	85,071
2	81,522	83,174	85,418	88,418
3	85,118	86,917	89,164	92,163
4	88,718	90,664	92,913	95,910
5	92,315	94,412	96,658	99,655
6	95,910	98,156	100,405	103,400
7	99,508	101,906	104,153	107,149
8	101,154	103,552	105,802	108,798
9	102,802	105,202	107,451	110,445
10	104,450	106,851	109,096	112,097
11	106,095	108,496	110,742	113,741
12	107,745	109,618	112,393	115,389
13	109,396	111,793	114,041	117,038
14	111,042	113,442	115,689	118,689
15	112,693	115,093	117,339	120,337
16	114,342	116,742	118,987	121,986
17	115,989	118,385	120,634	123,631
18	115,989	120,038	122,285	125,280
19	115,989	120,038	123,929	126,932
20	115,989	120,038	125,582	128,577
21	115,989	120,038	125,582	130,227
22	115,989	120,038	125,582	131,873
23	115,989	120,038	125,582	133,525
24	115,989	120,038	125,582	135,171
25	115,989	120,038	125,582	136,820

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*Payment for the degrees earned or new hire during the school year will be pro-rated

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

NEWARK UNIFIED SCHOOL DISTRICT
2023/2024 Certificated Counselor Salary Schedule

Annual rate based on 1.00 FTE, 196 days

Board approved 4% increase 4/20/23 effective 1/1/24

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	81,042	82,601	84,939	88,474
2	84,783	86,501	88,835	91,955
3	88,523	90,394	92,731	95,850
4	92,267	94,291	96,630	99,746
5	96,008	98,188	100,524	103,641
6	99,746	102,082	104,421	107,536
7	103,488	105,982	108,319	111,435
8	105,200	107,694	110,034	113,150
9	106,914	109,410	111,749	114,863
10	108,628	111,125	113,460	116,581
11	110,339	112,836	115,172	118,291
12	112,055	114,003	116,889	120,005
13	113,772	116,265	118,603	121,720
14	115,484	117,980	120,317	123,437
15	117,201	119,697	122,033	125,150
16	118,916	121,412	123,746	126,865
17	120,629	123,120	125,459	128,576
18	120,629	124,840	127,176	130,291
19	120,629	124,840	128,886	132,009
20	120,629	124,840	130,605	133,720
21	120,629	124,840	130,605	135,436
22	120,629	124,840	130,605	137,148
23	120,629	124,840	130,605	138,866
24	120,629	124,840	130,605	140,578
25	120,629	124,840	130,605	142,293

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

Employees who do not have a preliminary or 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.

Education Stipends

Masters: \$1,000 in addition to regular placement, limit 2*

Doctorate: \$2,000 in addition to regular placement, limit 1*

National Board Certification: \$1,500 in addition to regular placement, limit 1*

*Payment for the degrees earned or new hire during the school year will be pro-rated

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

NEWARK UNIFIED SCHOOL DISTRICT
2022/2023 Certificated Lead Teacher Salary Schedule

Annual rate based on 1.00 FTE, 196 days

Board approved 10% increase 4/20/23 effective 7/1/22

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	79,339	80,806	83,008	85,949
2	83,008	84,478	86,684	89,620
3	86,684	88,151	90,356	93,291
4	90,356	91,826	94,029	96,968
5	94,029	95,498	97,701	100,639
6	97,701	99,171	101,373	104,312
7	101,373	102,843	105,048	107,986
8	102,990	104,342	106,665	109,601
9	104,605	106,074	108,280	111,218
10	106,222	107,692	109,899	112,836
11	107,839	109,307	111,511	114,453
12	109,457	110,924	113,126	116,064
13	111,071	112,543	114,743	117,684
14	111,432	114,157	116,362	119,297
15	114,303	115,771	117,977	120,915
16	115,920	117,389	119,594	122,532
17	117,535	119,007	121,207	124,148
18	117,535	120,622	122,824	125,763
19	117,535	120,622	124,443	127,378
20	117,535	120,622	126,056	128,995
21	117,535	120,622	126,056	130,612
22	117,535	120,622	126,056	132,226
23	117,535	120,622	126,056	133,844
24	117,535	120,622	126,056	135,460
25	117,535	120,622	126,056	137,078

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Education Stipends

Masters: \$1,000 in addition to regular placement, limit 2*

Doctorate: \$2,000 in addition to regular placement, limit 1*

National Board Certification: \$1,500 in addition to regular placement, limit 1*

*Payment for the degrees earned or new hire during the school year will be pro-rated

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

NEWARK UNIFIED SCHOOL DISTRICT
2023/2024 Certificated Lead Teacher Salary Schedule

Annual rate based on 1.00 FTE, 196 days

Board approved 2% increase 4/20/23 effective 7/1/23

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	80,926	82,422	84,668	87,668
2	84,668	86,168	88,418	91,412
3	88,418	89,914	92,163	95,157
4	92,163	93,663	95,910	98,907
5	95,910	97,408	99,655	102,652
6	99,655	101,154	103,400	106,398
7	103,400	104,900	107,149	110,146
8	105,050	106,429	108,798	111,793
9	106,697	108,195	110,446	113,442
10	108,346	109,846	112,097	115,093
11	109,996	111,493	113,741	116,742
12	111,646	113,142	115,389	118,385
13	113,292	114,794	117,038	120,038
14	113,661	116,440	118,689	121,683
15	116,589	118,086	120,337	123,333
16	118,238	119,737	121,986	124,983
17	119,886	121,387	123,631	126,631
18	119,886	123,034	125,280	128,278
19	119,886	123,034	126,932	129,926
20	119,886	123,034	128,577	131,575
21	119,886	123,034	128,577	133,224
22	119,886	123,034	128,577	134,871
23	119,886	123,034	128,577	136,521
24	119,886	123,034	128,577	138,169
25	119,886	123,034	128,577	139,820

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Education Stipends

Masters: \$1,000 in addition to regular placement, limit 2*

Doctorate: \$2,000 in addition to regular placement, limit 1*

National Board Certification: \$1,500 in addition to regular placement, limit 1*

*Payment for the degrees earned or new hire during the school year will be pro-rated

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

NEWARK UNIFIED SCHOOL DISTRICT
2023/2024 Certificated Lead Teacher Salary Schedule

Annual rate based on 1.00 FTE, 196 days

Board approved 4% increase 4/20/23 effective 1/1/24

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	84,163	85,719	88,055	91,175
2	88,055	89,615	91,955	95,068
3	91,955	93,511	95,850	98,963
4	95,850	97,410	99,746	102,863
5	99,746	101,304	103,641	106,758
6	103,641	105,200	107,536	110,654
7	107,536	109,096	111,435	114,552
8	109,252	110,686	113,150	116,265
9	110,965	112,523	114,864	117,980
10	112,680	114,240	116,581	119,697
11	114,396	115,953	118,291	121,412
12	116,112	117,668	120,005	123,120
13	117,824	119,386	121,720	124,840
14	118,207	121,098	123,437	126,550
15	121,253	122,809	125,150	128,266
16	122,968	124,526	126,865	129,982
17	124,681	126,242	128,576	131,696
18	124,681	127,955	130,291	133,409
19	124,681	127,955	132,009	135,123
20	124,681	127,955	133,720	136,838
21	124,681	127,955	133,720	138,553
22	124,681	127,955	133,720	140,266
23	124,681	127,955	133,720	141,982
24	124,681	127,955	133,720	143,696
25	124,681	127,955	133,720	145,413

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Education Stipends

Masters: \$1,000 in addition to regular placement, limit 2*

Doctorate: \$2,000 in addition to regular placement, limit 1*

National Board Certification: \$1,500 in addition to regular placement, limit 1*

*Payment for the degrees earned or new hire during the school year will be pro-rated

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

NEWARK UNIFIED SCHOOL DISTRICT
2022/2023 Certificated Department Chair Salary Schedule

Annual rate based on 1.00 FTE, 188 days

Board approved 10% increase 4/20/23 effective 7/1/22

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	72,701	74,186	76,410	79,376
2	76,040	77,524	79,749	82,715
3	79,376	80,862	83,090	86,053
4	82,715	84,201	86,424	89,392
5	86,053	87,539	89,762	92,732
6	89,392	90,879	93,104	96,071
7	92,844	94,214	96,441	99,408
8	94,214	95,699	97,925	100,892
9	95,699	97,181	99,408	102,375
10	97,180	98,668	100,892	103,861
11	98,668	100,148	102,375	105,343
12	100,148	101,636	103,861	106,823
13	101,636	103,117	105,343	108,310
14	103,117	104,598	106,823	109,793
15	104,598	106,085	108,310	111,277
16	106,085	107,567	109,793	112,762
17	107,567	109,051	111,277	114,245
18	107,567	110,536	112,762	115,728
19	107,567	110,536	114,245	117,212
20	107,567	110,536	115,728	118,697
21	107,567	110,536	115,728	120,179
22	107,567	110,536	115,728	121,667
23	107,567	110,536	115,728	123,145
24	107,567	110,536	115,728	124,628
25	107,567	110,536	115,728	126,113

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Employees who do not have a preliminary or 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.

Education Stipends

Masters: \$1,000 in addition to regular placement, limit 2*

Doctorate: \$2,000 in addition to regular placement, limit 1*

National Board Certification: \$1,500 in addition to regular placement, limit 1*

*Payment for the degrees earned or new hire during the school year will be pro-rated

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

NEWARK UNIFIED SCHOOL DISTRICT
2023/2024 Certificated Department Chair Salary Schedule

Annual rate based on 1.00 FTE, 188 days

Board approved 2% increase 4/20/23 effective 7/1/23

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	74,155	75,670	77,938	80,964
2	77,561	79,074	81,344	84,369
3	80,964	82,479	84,752	87,774
4	84,369	85,885	88,152	91,180
5	87,774	89,290	91,557	94,587
6	91,180	92,697	94,966	97,992
7	94,701	96,098	98,370	101,396
8	96,098	97,613	99,884	102,910
9	97,613	99,125	101,396	104,423
10	99,124	100,641	102,910	105,938
11	100,641	102,151	104,423	107,450
12	102,151	103,669	105,938	108,959
13	103,669	105,179	107,450	110,476
14	105,179	106,690	108,959	111,989
15	106,690	108,207	110,476	113,503
16	108,207	109,718	111,989	115,017
17	109,718	111,232	113,503	116,530
18	109,718	112,747	115,017	118,043
19	109,718	112,747	116,530	119,556
20	109,718	112,747	118,043	121,071
21	109,718	112,747	118,043	122,583
22	109,718	112,747	118,043	124,100
23	109,718	112,747	118,043	125,608
24	109,718	112,747	118,043	127,121
25	109,718	112,747	118,043	128,635

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Education Stipends

Masters: \$1,000 in addition to regular placement, limit 2*

Doctorate: \$2,000 in addition to regular placement, limit 1*

National Board Certification: \$1,500 in addition to regular placement, limit 1*

*Payment for the degrees earned or new hire during the school year will be pro-rated

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

NEWARK UNIFIED SCHOOL DISTRICT
2023/2024 Certificated Department Chair Salary Schedule

Annual rate based on 1.00 FTE, 188 days

Board approved 4% increase 4/20/23 effective 1/1/24

COLUMN STEP	I BA + 30	II BA + 45	III BA + 60	IV BA + 75
1	77,121	78,697	81,056	84,203
2	80,663	82,237	84,598	87,744
3	84,203	85,778	88,142	91,285
4	87,744	89,320	91,678	94,827
5	91,285	92,862	95,219	98,370
6	94,827	96,405	98,765	101,912
7	98,489	99,942	102,305	105,452
8	99,942	101,518	103,879	107,026
9	101,518	103,090	105,452	108,600
10	103,089	104,667	107,026	110,176
11	104,667	106,237	108,600	111,748
12	106,237	107,816	110,176	113,317
13	107,816	109,386	111,748	114,895
14	109,386	110,958	113,317	116,469
15	110,958	112,535	114,895	118,043
16	112,535	114,107	116,469	119,618
17	114,107	115,681	118,043	121,191
18	114,107	117,257	119,618	122,765
19	114,107	117,257	121,191	124,338
20	114,107	117,257	122,765	125,914
21	114,107	117,257	122,765	127,486
22	114,107	117,257	122,765	129,064
23	114,107	117,257	122,765	130,632
24	114,107	117,257	122,765	132,206
25	114,107	117,257	122,765	133,780

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Education Stipends

Masters: \$1,000 in addition to regular placement, limit 2*

Doctorate: \$2,000 in addition to regular placement, limit 1*

National Board Certification: \$1,500 in addition to regular placement, limit 1*

*Payment for the degrees earned or new hire during the school year will be pro-rated

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

NEWARK UNIFIED SCHOOL DISTRICT
2022/2023 Certificated Program Specialist, Psychologist,
School Nurse and Speech Language Pathologist Salary Schedule

Annual rate based on 1.00 FTE, 196 days

Board approved 10% increase 4/20/23 effective 7/1/22

STEP	I
1	88,886
2	92,561
3	96,231
4	99,908
5	103,582
6	107,251
7	110,924
8	112,543
9	114,157
10	115,771
11	117,389
12	119,007
13	120,622
14	122,238
15	123,851
16	125,472
17	127,086
18	128,701
19	130,319
20	131,934
21	133,550
22	135,168
23	136,782
24	138,400
25	140,015

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Education Stipends

Masters: \$1,000 in addition to regular placement, limit 2*

Doctorate: \$2,000 in addition to regular placement, limit 1*

National Board Certification: \$1,500 in addition to regular placement, limit 1*

*Payment for the degrees earned or new hire during the school year will be pro-rated

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

NEWARK UNIFIED SCHOOL DISTRICT
2023/2024 Certificated Program Specialist, Psychologist,
School Nurse and Speech Language Pathologist Salary Schedule

Annual rate based on 1.00 FTE, 196 days

Board approved 2% increase 4/20/23 effective 7/1/23

STEP	I
1	90,664
2	94,412
3	98,156
4	101,906
5	105,654
6	109,396
7	113,142
8	114,794
9	116,440
10	118,086
11	119,737
12	121,387
13	123,034
14	124,683
15	126,328
16	127,981
17	129,628
18	131,275
19	132,925
20	134,573
21	136,221
22	137,871
23	139,518
24	141,168
25	142,815

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Employees who do not have a preliminary or 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.

Education Stipends

Masters: \$1,000 in addition to regular placement, limit 2*

Doctorate: \$2,000 in addition to regular placement, limit 1*

National Board Certification: \$1,500 in addition to regular placement, limit 1*

*Payment for the degrees earned or new hire during the school year will be pro-rated

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

NEWARK UNIFIED SCHOOL DISTRICT
2023/2024 Certificated Program Specialist, Psychologist,
School Nurse and Speech Language Pathologist Salary Schedule

Annual rate based on 1.00 FTE, 196 days

Board approved 4% increase 4/20/23 effective 1/1/24

STEP	I
1	94,291
2	98,188
3	102,082
4	105,982
5	109,880
6	113,772
7	117,668
8	119,386
9	121,098
10	122,809
11	124,526
12	126,242
13	127,955
14	129,670
15	131,381
16	133,100
17	134,813
18	136,526
19	138,242
20	139,956
21	141,670
22	143,386
23	145,099
24	146,815
25	148,528

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Education Stipends

Masters: \$1,000 in addition to regular placement, limit 2*

Doctorate: \$2,000 in addition to regular placement, limit 1*

National Board Certification: \$1,500 in addition to regular placement, limit 1*

*Payment for the degrees earned or new hire during the school year will be pro-rated

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

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 Executive Director, 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 Executive Director, Human Resources.
- c. Appointments are, as appropriate, for either one (1) year or one (1) season.

Extra Duty Stipends

APPENDIX G

High School

Assignment	Amount
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
Star Academy (2)	\$5,000

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

All Levels

Assignment	Amount
E3 Peer Coach	Per evaluated teacher - \$500

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



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 <input type="checkbox"/> Sent <input type="checkbox"/> Rec'd <input type="checkbox"/> Differential/50% Pay Explained <input type="checkbox"/> Continue Benefits	<input type="checkbox"/> CalStrs Packet (Certificated only) <input type="checkbox"/> WOP Explained <input type="checkbox"/> Guest Placement Clerk Notified
--	--

Newark Unified School District
Monday Preparation Waiver

I _____, hereby give my permission for my site administrator to assign me a Monday preparation period for the third consecutive year.

Signature of Unit Member

Date

Signature of Site Administrator

Date

Distribution: Human Resource
Site Administrator
Newark Teacher Association
Unit Member

NEWARK UNIFIED SCHOOL DISTRICT
Board Policy/Administrative Regulations

Series 4000
Personnel

BP 4040

Employee Use of Technology

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

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

Series 4000
Personnel

AR 4040

Employee Use of Technology

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

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

Newark Unified School District
Class Size Limit Waiver

Elementary:

I, _____, hereby grant permission for my class size limit to be increased to _____ beyond the class size limit (but no more than the class size maximum) of allowed students as outlined in Article 8.2 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 **\$150 per month** for each student over the class size limit beginning the seventeenth (17th) student attendance day and thereafter.

Secondary:

I, _____, hereby grant permission for my daily student contact limit to be increased to _____ beyond the maximum number of allowed students as outlined in Articles 8.4, 8.5, and 8.6 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 _____ **\$60 per month** or _____ **\$70 per month** (check one) 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 an NTA representative prior to signing this waiver.

Distribution:

Human Resources

Principal

Newark Teachers Association

Teacher

MEMORANDUM OF UNDERSTANDING
Between the Newark Unified School District and the
Newark Teachers Association
In-House Substituting for 2022-2023

Newark Unified School District ("District") and Newark Teachers Association ("District" or "Association") enter this Memorandum of Understanding (MOU) recognizing that currently there is a Guest Teacher (Substitute) shortage in NUSD and across the state.

Background

The District has been attempting to recruit substitutes to meet the District's needs, but has been unable to recruit the substitutes needed to fill the day to day, long-term, and official business demands for the 2022-2023 school year. In addition, teachers have been needed to fill-in as substitute teachers when one is not available.

Currently Article 13 Sections 13.6.1.4 and 13.12 regarding In-House Substitution states:

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.

13.12

The in-house rate for substitution during a preparation period shall be \$40.00 for each period.

Agreement

On a one-time, non-precedent setting basis, for the period of August 10, 2022 to June 1, 2023, the District and Association agree as follows:

1. On Block days, the unit member will receive twice the in-house substitute rate per preparation period. At the time of this MOU, the in-house substitute rate is \$40.00. The district agrees to increase this rate to \$70.00, retroactive from August 10, 2022 and through the 2022-2023 school year.
2. The District will comply with CalSTRS' rules and regulations in reporting this additional pay, and makes no representations regarding the extent to which this additional pay will count toward unit members' pensions.
3. Each site will track eligible employees on a spreadsheet to be submitted to payroll monthly. A copy of these spreadsheets will be sent to NTA monthly after the pay period ends.
4. The District shall continue to advertise for and attempt to recruit and hire substitutes, and shall not use the extra pay provided by this MOU to avoid filling these vacancies.
5. This MOU is subject to approval by the Governing Board.
6. All certificated teachers will be required to be a part of the site rotation list, this includes all unit members with a classroom credential, i.e. RSP Teachers, ELD/Intervention Teachers, etc. Application of the rotation list shall be in a manner which promotes the assignment of substitute duties during preparation periods as equitably as possible.
7. The prep rotation list will be published and easily accessible to unit members as updated at the site.
8. Resource Specialists who are asked to sub during their assessment period/time and/or IEP writing period/time will be compensated for those periods/times as well as their prep.
9. This MOU is non-precedent setting and shall expire and have no ongoing effect on June 1, 2023, unless the parties agree in writing to extend its terms.
10. Alleged violations of this MOU shall be subject to Article 5 of the negotiated Agreement (Grievance and Arbitration Procedure).

This rate is for in-house substituting only. All other hourly work will be paid at the \$40.00 rate per the CBA.

For:

Newark Teachers Association

Newark Unified School District



Cheri Villa

12-14-22
Date



Cathreene Ingham-Watters

12/14/22
Date



David Hernandez, CTA

12/14/22
Date



Gregory Dannis, DWK

December 14, 2022
Date

Memorandum of Understanding (MOU)
 Between Newark Unified School District (NUSD)
 and
 Newark Teachers Association (NTA)
 Crossroads Independent Studies Program (CISP)
 2022-2023 School Year

This Memorandum of Understanding ("MOU") sets forth legal requirements and negotiable working conditions for the Crossroads Independent Studies Program ("CISP") in Newark Unified School District that vary from and/or are not covered by the current Collective Bargaining Agreement (CBA). The CBA shall be followed in all cases except for the specific areas described in this MOU.

This MOU will be in effect only during the 2022-2023 school year and will expire automatically on June 1, 2023. At any time during the period of this MOU, either party may request to meet and confer regarding compliance with this MOU, any updates in Board Policy/Administrative Regulations ("BP/AR") regarding independent study, and the CBA regarding implementation of this Program. Both parties agree to meet to discuss whether future legislation that mandates changes to the Independent Studies Program impacts negotiable working conditions in a manner not already covered by this MOU and the CBA.

I. LEGAL REQUIREMENTS: The District will comply with current legal requirements and BP/AR 6158 ("Independent Study"), copies of which are attached to this MOU and incorporated by reference.

II. Negotiable Working Conditions Not Covered by CBA

A. Class Size/Grade Spans/Compensation

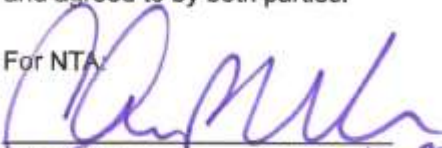
Crossroads Independent Study Program is considered an alternative program. As such, consideration for class size limits and grade span limitations shall remain flexible.

A. 1. Class Size:

The district agrees to the following targets: 26:1 for elementary CISP teaching staff. If the enrollment in a single elementary CISP classroom exceeds 29 students, an overage of \$150 per student per month will be provided.

If, after giving priority of assignments to these individuals, there are additional Independent Study assignments available, the remaining assignments shall be filled per Article 10 of the CBA.

This Agreement shall remain in place through June 2, 2023, unless otherwise amended and agreed to by both parties.

For NTA:

Cheryl Villa 10-27-22

For NUSD:
Cathreene Ingham-Watters 10/27/22
Cathreene Ingham-Watters


David Hernandez, CTA 10/27/22


Gregory Dannis, DWK 10/27/2022

Tentative Agreement

TA
3/31/22
11:50 am

NUSD to NTA on March 31, 2023 @ 9:29 am
NTA to NUSD on March 31, 2023 @ 10:57 a.m.

**SIDE LETTER BETWEEN
NEWARK UNIFIED SCHOOL DISTRICT AND
NEWARK TEACHERS ASSOCIATION**

Sixth Grade Core Class Size at Newark Junior High School

March 31, 2023

Prior to the start of the 2022-2023 school year, District and Association representatives collaborated to create a flexible schedule for sixth grade core classes at Newark Junior High School (NJHS). Subsequently, the District and Association reached a tentative agreement on Article 8 (Class Size) on October 11, 2022 during the course of successor contract negotiations.

Both parties agree that circumstances have changed at NJHS since the foregoing agreements were reached, and therefore agree to the following:

1. A subcommittee of District and NTA representatives shall meet for the purpose of collaboratively exploring changes to Article 8 (Class Size) as it applies to sixth grade core classes at NJHS to address issues that have arisen since the start of the 2022-2023 school year.
2. Teachers of core classes at NJHS shall be part of NTA's team on the subcommittee or will be involved as a resource to the subcommittee in order to provide direct input on the subject at hand.
3. The subcommittee shall complete its work and make recommendations to the District and Association ~~prior to the end of the 2022-2023 school year in sufficient time for implementation~~ **for at the start of the 2023-2024 school year.**
4. If the subcommittee agrees to the recommendations, they shall be deemed to have been approved by the District and Association. If there is any disagreement, the issues will be referred back to the leadership of both parties for resolution by the deadline set forth in this paragraph.
5. **Release time shall be provided to NTA committee members for the purpose of completing the task.**

For Newark Teachers Association

Chris [unclear] 23-31-23

[unclear] 3/31/23

For Newark Unified School District

Catherine Watter

Newark Unified School District
CLAIM FORM

Please fill out and return to:
NUSD Business Services / 5715 Musick Avenue / Newark, CA 94560

Questions? Please call the Business Services
Administrative Assistant at (510) 818-4115.

Today's Date: _____

The undersigned hereby presents the following claim against the Newark Unified School District in accordance with provisions of Government Code Section 910.

1. Claimant Name: _____
Claimant Address: _____
Claimant Telephone: _____
Claimant Email: _____

2. Address to which notices from the District are to be directed:

3. Date of Incident: _____
Time of Incident: _____
Location of Incident: _____

4. Description of the incident or accident, including your reason for believing that the District is liable for your damages:

Newark Unified School District
CLAIM FORM

5. Description of all damages you believe you have incurred as a result of the incident:

6. Name or names of any public employee or employees causing the injury, damage, or loss you are claiming:

7. The dollar amount of all damages you are claiming:
Please attach all estimates/invoices that are available.

8. If the dollar amount in item 7 exceeds \$10,000.00 USD, is this a Limited Civil Case?
"Limited Civil Case" means the claim is for more than \$10,000.00 but less than \$25,000.00. If the dollar amount in item 7 exceeds \$25,000.00, it's an "Unlimited Civil Case."

9. If this is a claim for indemnity, on what date were you served with the underlying lawsuit?

Signature of Claimant: _____

Signature Date: _____