



Agreement between

North Monterey County Unified School District

and the

North Monterey County Federation of Teachers

Local 4008

CFT, AFT, AFL-CIO

Effective from July 1, 2022 through June 30, 2025

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ARTICLE I
AGREEMENT

This Agreement, hereinafter referred to as “Agreement”, is entered into this 1st day of July 2019, by and between the NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT, hereinafter referred to as “District”, and THE NORTH MONTEREY COUNTY FEDERATION OF TEACHERS, CFT, AFT, AFL-CIO, hereinafter referred to as the “Federation” or the “Union”.

ARTICLE II
STATEMENT OF PHILOSOPHY

Pursuant to the calls for educational reform at both the state and national levels, the District and the Union shall jointly work toward the upgrading of the vocation of teaching in North Monterey County.

ARTICLE III
RECOGNITION

In accordance with the Educational Employment Relations Act (EERA), the District recognizes the Federation as the exclusive representative for all certificated employees except substitute teachers, summer school teachers, adult education teachers, and all management, supervisory, and confidential employees.

ARTICLE IV
NON-DISCRIMINATION

The following protected categories shall not be a factor, unless authorized by law, in the application and enforcement of this Agreement:

- Race, color
- Ancestry, national origin
- Religion, creed
- Age (over 40)
- Disability, mental and physical
- Sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions)
- Sexual orientation
- Gender identity, gender expression
- Medical condition
- Genetic information
- Marital status
- Military and veteran status
- Political affiliation
- Membership or non-membership in an employee organization

ARTICLE V
CONCERTED ACTIVITIES

- A. The Federation and the District agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of the Agreement, the Federation will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement and will undertake to exert its best efforts to discourage any such acts by any member of the unit.

- B. During the term of this Agreement, the District, in consideration of the terms and conditions of the Agreement, will not authorize or permit any lockout of Federation members or other persons covered by the Agreement.

- C. If either party fails to honor its commitments of Paragraph A or B above, the other party shall be released from its obligation to honor any rights granted by this Agreement.

ARTICLE VI
FEDERATION RIGHTS

- A. The Federation and unit members shall have the right to use school facilities, bulletin boards, mail boxes, and other means of District communication. School equipment may be utilized, upon prior arrangement with the principal, and the Federation shall provide its own paper, supplies, and other expendables. The District copying equipment may be used, upon prior arrangement with the Superintendent, and the Federation shall reimburse the District for copies provided. Facilities and equipment may be used only at times when they shall not conflict with school or District business.
- B. Two (2) copies of the Federation notices placed on District bulletin boards shall be sent to the Superintendent or his/her designee. Federation notices shall be dated and identified as such.
- C. Authorized representatives of the Federation shall have the right to transact lawful Federation business on District property at all reasonable times. Federation representatives may make brief announcements or reports at the end of any school and District teacher meetings and may submit items for inclusion on the agenda of a school faculty meeting, with prior arrangements of the school administrator.
- D. Unit Members' Assignment, Status, and Location

The District shall provide the Federation at the beginning of the school year a roster of the members of the negotiating unit. The roster shall include the site/grade/subject assignment, employment status (temporary, categorical, probationary, or permanent) and address/telephone numbers.

- E. District Notices

The District shall provide the Federation with copies of official notices, directives, memoranda, bulletins, etc., issued from the District office relating to matters within the scope of negotiations. The District shall provide the Federation advance written notice of all regular and special meetings of the Board of Trustees: For each Board Meeting the Federation shall also be provided one copy of the minutes, agenda, and all back-up materials of a non-confidential nature, which are made available to the Board Members. The District shall provide an advance copy of the agenda to each school's staff.

- F. District Information

The District shall provide the Federation, upon request from the Federation, Board or District policies, minutes, statistics, records, or other information relevant and necessary to negotiations or proper enforcement of the terms of this Agreement.

- G. Release Time

As authorized in the Education Employment Relations Act, Federation representatives involved in meetings for negotiations, consultations, and/or grievance hearings, shall be granted paid release time from their assigned duties when the meetings take place during the regular work day.

H. Monthly District/Federation Meeting

Upon request of either the District or the Federation, there shall be no less than one (1) monthly meeting between the Superintendent and/or his/her designee and the President of the Federation with one (1) other designee, to discuss matters related to the negotiated agreement and other matters agreed to mutually.

The Federation shall have the right to appoint teacher members to District-wide committees formed regarding matters within the scope of negotiations. The Federation may recommend teachers for consideration to be appointed to District-wide committees regarding curriculum and other educationally-related matters.

Whenever any certificated position is to be filled the bargaining unit shall be represented on the Selection Committee. If the position is a certificated position in a school, the teachers in that school shall be represented. If the position is a district-level position, the Union may select at least one (1) certificated bargaining unit member to serve on the Selection Committee.

I. Release Time for Federation Meetings and Conferences

Federation representatives authorized by the Federation may be granted release time up to an aggregate total of twenty (20) days per school year for the purpose of attending meetings, conferences, or conventions of the Federation or Federation-affiliated activities. Requests for such release time must be submitted by the Federation in writing to the Superintendent prior to the commencement of such leave. The Federation shall reimburse the District for the costs of substitutes.

ARTICLE VII
DISTRICT RIGHTS

The District retains all its rights, powers, and authority to direct and control to the full extent of the law. The exercise of these rights, powers, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

ARTICLE VIII
FEDERATION PAYROLL DEDUCTIONS AND SERVICE FEE

- A. Any unit member may sign and deliver to the Federation a revocable written authorization form developed by the Federation for payroll deduction of membership dues and/or assessments payable to the Federation. The Federation shall provide the District with a list of members who have completed the authorizations developed by the Federation.
- B. Upon written authorization from the unit members, the District shall deduct from the salary of any unit member and make appropriate remittance from annuities, credit union, savings bond, charitable donations, or any other plans or programs jointly approved by the Federation and the District.
- C. The revocable written authorization form developed by the Federation for payroll deduction of membership dues and/or assessments payable to the Federation shall remain in effect according to the terms and conditions set forth on the authorization form developed by the Federation. The Federation shall provide the District a written notice of any dues deduction revocation.
- D. Unit members shall have their Federation dues and other deductions made on an eleven (11) month basis.
- E. Any member of the certificated bargaining unit has the right to join or not join the Federation.
- F. Whenever a new unit member is employed, the District shall provide the Federation the employee's name, status, address, telephone number, personal email address if on file and date of hire within two (2) days of the effective date of hire.
- G. Hold-Harmless Clause: The NMCFT agrees to indemnify, defend and hold the District harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Article or from complying with any demand for deduction, termination or revocation hereunder.
- H. On or before the tenth (10th) of each month, the District shall provide the monthly payment to the Federation of the payable deductions for the previous month (except there will be no payment in August for July), along with an alphabetical roster of unit members for whom such deductions have been made. The Federation and District agree to furnish to each other any information needed to fulfill the provisions of this Article. The parties agree that membership (including new members, maintaining current members, or dropping members who complete the process with the Federation to do so) is entirely a function of the Federation and no part of this Agreement may interfere with the union membership process.
- I. If the members of the Federation officially increase their dues or assessments and the Federation so informs the District in writing of that increase by the fourteenth (14th) of the month, the increase shall be included in the payroll deductions that month.

ARTICLE IX
GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is an allegation by a grievant that he/she has been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.
2. A “grievant” may be any employee unit member of the District covered by the terms of this Agreement and/or the Federation.
3. “Day” - a day during which the district office is open for business except, that when a grievance is filed subsequent to May 1 and prior to the end of the school year “day” shall mean a calendar day. In all cases, a good faith effort shall be made by the parties to resolve the issue prior to the end of that school year or as soon thereafter as is reasonably practicable. Any time limit affected by the Winter or Spring breaks shall be extended five (5) days subsequent to such break.
4. The “immediate supervisor” is the school principal except for personnel such as nurses, speech therapists, band and music personnel, District coordinators, etc. The “immediate supervisor” for these employees shall be designated by the Superintendent.
5. “Superintendent” - the Superintendent of the District or any designee upon whom the Superintendent has conferred authority to act in the Superintendent’s place.

B. Purpose

1. To secure equitable solutions to grievances at the lowest possible administrative level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

C. General Provisions

1. The Federation may process a grievance through all steps of this procedure.
2. At any step in this procedure the grievant may be accompanied by and/or represented by a Federation Representative.
3. The Federation Representative, the grievant, and other relevant participants, shall be allotted release time upon request with no loss in compensation at any meeting or hearing that takes place during the regular work day.
4. In accordance with the Educational Employment Relations Act (EERA), in the event a unit member has a grievance adjusted without representation by the Federation and prior to arbitration, the District shall, prior to agreeing to the resolution of the Grievance, provide the Federation with a copy of the grievance

and the proposed resolution and grant the Federation a reasonable period of time to file a response.

5. The time limits specified may be extended by mutual written agreement stipulating the new extension or re-extension dates.
6. No reprisals of any kind shall be taken by any member or representative of the District against a grievant or other participants who assisted the grievant.
7. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from personnel files of the participants.
8. If requested by the grievant or the District, at any step in the processing of a grievance, a conference may be held between the immediate supervisor or Superintendent, as appropriate, and the grievant and the Federation Representative.
9. Each party shall have the right to be represented by a conferee at any level of the grievance procedure.
10. All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control that is relevant and necessary to the issues raised by the grievance.
11. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
12. Failure of the District or its appropriate administrators to communicate a decision of a grievance to the grievant at any step in the procedure within the specified time limit shall result in the grievant being able to appeal to the next step.
13. If allegations are alleged regarding actions taken by an administrator above the level of immediate supervisor, the grievance may be filed at Step II.
14. The District shall provide the Federation with a sufficient number of copies of the jointly-developed grievance forms.

D. Procedure

1. Informal Step

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

2. Formal Steps

Step I:

Within twenty (20) days after the grievant knew, or with the exercise of due diligence would have known, of the act or commission giving rise to the grievance, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the specific article and section allegedly violated, misinterpreted, or misapplied, the decision rendered at the informal conference, and the specific remedy sought.

The administrator will communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

Step II:

If the grievant is not satisfied with the decision at Step 1, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent.

This statement shall include a copy of the original grievance and the decisions rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent shall communicate his/her decision to the grievant and the Federation within ten (10) days.

Step III, Arbitration:

If the grievant is not satisfied with the decision at Step II, the Federation may, within ten (10) days, submit a request in writing to the California Conciliation and Mediation Service for arbitration.

The California Conciliation and Mediation Service shall supply a list of five (5) names of persons experienced in hearing grievances in public schools.

Each party will alternately strike a name until only one (1) name remains. The remaining person on the list will be the arbitrator. The order of striking will be determined by lot.

Any arbitrator shall be bound by the following provisions:

- 1) The arbitrator's authority shall be limited to the application of, rather than any interpretation of, any federal/state regulation.

- 2) The arbitrator may not hear grievances arising from a violation, misinterpretation, or misapplication of the Recognition, article of the contract. All other parts of the contract are subject to binding arbitration.
- 3) The arbitrator shall, as soon as possible, hear evidence and render a decision in the issue or issues submitted. Hearings shall be conducted during working hours, unless mutually agreed otherwise.
- 4) If the District and the Federation mutually agree, rules for expedited arbitration shall be used.
- 5) The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.
- 6) The arbitrator shall hear and determine one (1) grievance at a time unless mutually agreed otherwise. The parties shall endeavor to handle in an expeditious and convenient manner grievances which involve the same or similar facts and issues.
- 7) After hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall render, in writing, to all parties his/her findings.
- 8) A certified court reporter shall be employed to record, verbatim, the entire arbitration hearing if requested by either the District, the Federation, or the arbitrator. If the court reporter was requested by the arbitrator, the court reporter's costs shall be borne equally by the District and the Federation; however, if the request was made by the District or the Federation, whichever party requested the court reporter shall bear all the court reporter's costs. The cost of transcripts shall be borne by the party ordering such transcripts.
- 9) All costs for the services of the arbitrator, including but not limited to, per diem expense, his/her travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the Board and the Federation. All other costs will be borne by the party incurring them.
- 10) The decision of the arbitrator shall be final and binding.
- 11) Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.

- 12) Neither the District nor the Federation shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
- 13) The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.
- 14) The arbitrator shall not render any recommendation or award that conflicts with or alters this Agreement. It is understood, however, that the arbitrator shall interpret this Agreement in accordance with acceptable rules of contract construction.
- 15) The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper.
- 16) Each party shall bear the full costs of its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the Federation and the District.

ARTICLE X
PERSONNEL FILES

- A. There shall be one (1) official personnel file on each employee. Such file shall be maintained in the District Office.
- B. Any employee and/or his representative designated in writing for this purpose shall be permitted to review and request a copy of documents in the District's personnel file regarding the employee, except for those matters designated as confidential by the Education Code. Such review shall take place during business hours and before or after the employee's work hours. The District may charge a reasonable fee for providing a copy of documents in the file.
- C. Anonymous material of a derogatory nature shall not be placed in the personnel file, nor shall anonymous material be used in any disciplinary proceeding unless it is deemed admissible by an administrative law judge, arbitrator, or in a court of law.
- D. Derogatory material shall not be placed in the personnel file until a copy has been provided to the employee and the employee has been given a reasonable period of time to respond in writing. If the employee responds, such response shall be attached to the derogatory material to be placed in the personnel file. If the employee or the appropriate administrator requests it, a conference shall be held and, when possible, the originator of such material shall be invited to attend.
- E. Materials to be placed in the personnel file shall be dated.
- F. Derogatory material in the personnel file shall be removed if the District is directed to do so by a court of competent jurisdiction, or directed as a part of a final decision in the grievance procedure.
- G. Access to the personnel file shall be limited to the unit member, his/her representative designated in writing for this purpose, authorized District personnel, the Board of Education, and others authorized by law.
- H. Employees may submit for consideration of placement in their District personnel file, materials of merit which they consider relevant to their employment with the District.
- I. Copies of final evaluations shall be maintained in the personnel file.
- J. Each personnel file shall include a log containing the names, dates, and times of all individuals accessing the file.

ARTICLE XI
CALENDAR AND HOURS OF EMPLOYMENT

A. School Calendar

1. Two (2) mandatory work days shall be added to the annual work year beginning in 2014-2015 (185 day work year). Of these two (2) work days, the equivalent of up to one (1) day shall be for the purpose of conducting professional development activities and the remainder of the work time shall be for the purpose of site-based directed planning. Site-based directed planning time shall be planned collaboratively by site administration and teachers at the site, subject to approval by the site principal. New teachers will attend a three (3) - day New Teacher Academy prior to the beginning of school. One (1) day would be for orientation and the other two (2) for staff development. They will be paid on a supplemental basis at the district hourly rate. There shall be a maximum of 180 instructional days within the total number of work days. Placement of these days within the calendar year shall be agreed upon annually.
2. Certain categories of unit members have additional work days beyond this calendar and receive appropriate additional compensation as provided elsewhere in this Agreement.
3. The duration and dates of minimum day(s) and the duties required of unit members on minimum days shall be determined at the sole discretion of the District; provided, administration shall consider the input of school faculty prior to making its determination.
4. The Psychologists' work year for instructional calendar shall be 193 days. Each Psychologist shall propose to the Director of Special Services a schedule for his/her eight (8) extra days beyond the teacher work year. If the Director of Special Services and the Psychologist cannot come to an agreement as to a schedule, the days shall be scheduled with four (4) days before the opening of school and 4 (four) days after the close of the school year.
5. The work year for a teacher or other certificated employee on Special Assignment ("TOSA") shall be 195 days or 205 days for extended year positions, 213 days for an eleven (11) month position, and 231 days for a twelve (12) month position.

B. Hours of Employment

1. Work days for all unit members for the term of this Agreement and thereafter shall be seven (7) hours in length. The specific starting time at each school shall be established by the District and shall reflect the needs of the District as well as individual sites.
2. The minutes of teaching time will not be increased beyond the SB 813 requirements.

3. All unit members assigned to North Monterey County High School shall have a thirty-five (35)-minute duty-free lunch period. All middle school unit members shall have a forty-five (45)-minute duty-free lunch period. Beginning in the 2007-08 school year, increase elementary instructional minutes by ten (10) minutes per day by reducing the one (1)-hour duty-free lunch period to fifty (50) minutes, except the following shall prevail during inclement weather:

Elementary and middle school unit members shall have one-half (1/2) hour for lunch after which they shall assume supervision duties if adequate yard duty supervisory time is not available.

4. One (1) morning recess for fifteen (15) minutes, excluding lunch and passing periods, shall be provided each elementary unit member each full-work day. Unit members assigned to the middle schools shall receive a fifteen (15) minute relief break exclusive of lunch and passing periods each morning except on those days when assigned student break supervision. Unit members assigned to NMCHS shall receive a fifteen (15) minute duty-free relief break in the morning. Unit members may be assigned recess duties on an equitable and rotating basis. Other non-unit personnel may be utilized to increase the duty pool.

The District will use yard duty supervisors to cover all recess/relief period supervision for grades TK through six (6).

Teachers who are relieved of recess duty, by this provision shall use that time as class preparation time (other than actual emergency circumstances). Teachers are still required to perform before and after school yard/bus duty on an equitably rotating basis.

5. Teacher preparation time shall be provided as follows:

Unit members assigned to NMCHS and to the middle schools shall receive one (1) class period each day for preparation time.

The principal shall determine and schedule preparation time consistent with the terms of the Agreement and in consultation with the faculty.

Teachers assigned to the Middle School and High School who are required to substitute during their preparation period will be compensated at a rate of \$50/hour.

Unit members assigned to Elementary sites shall receive preparation time and the opportunity to collaborate and plan with other grade level teachers as follows:

- i. Approximately forty-five (45) minutes on two (2) days each week; and
- ii. Thirty (30) minutes on every Wednesday

6. Unit members may be required to perform adjunct duties outside their work day (e.g. supervision of students during arrival/dismissal times and during athletic and student activities.), provided that:

Elementary School

An elementary school principal in consultation with a Federation site representative will develop a list of adjunct duties that need to be performed by teachers for the upcoming school year.

Teachers shall be offered an opportunity to sign up for adjunct duties. These duties shall be assigned on an equitable, rotating basis.

Teachers may be assigned up to ten (10) hours of adjunct duties per school year.

At the elementary school sites, student supervision duties shall be allocated first. If the principal determines following consultation with a Federation representative that additional hours of student supervision are necessary, teachers who have completed ten (10) hours of adjunct duty per year may voluntarily agree to perform additional student supervision and be paid at the teacher rate for hourly work. If there are insufficient teacher volunteers, then the additional hours shall be assigned on an equitable, rotating basis and be paid at the teacher rate for hourly work.

High School and Middle School

At the high school and middle school sites, the principal, Federation representative(s) and other necessary staff, will look at the calendar for the school year, identify the duties to be covered, identify the roles and responsibilities, how many certificated staff are needed for each activity and the length of the activity.

Teachers shall sign up for up to three (3) activities and/or ten (10) hours of adjunct duties. In the event that an activity extends beyond the ten (10) hour school year limit, the unit member shall complete that activity.

In the event that there are activities which were not foreseen at the beginning of the school year (e.g. athletic playoffs), the principal will consult with a Federation representative. The staff will be notified and volunteers will be taken with first priority for teachers who have not fulfilled their ten (10) hours of adjunct duties. If there are teacher volunteers who have fulfilled their ten (10) hours of adjunct duties, they will be paid at the teacher rate for hourly work. If there are insufficient teacher volunteers, then the additional hours shall be assigned on an equitable, rotating basis and be paid at the teacher rate for hourly work.

As necessary, the principal and Federation representative(s) will consult regarding any concerns or issues related to fulfilling the supervision needs at a particular school site.

7. Every reasonable effort shall be made by the immediate supervisor for a unit member who is assigned to more than one school to minimize travel time. This reasonable effort shall include consultation with the unit member involved. The unit member shall receive mileage compensation at the regular District rate.
8. Unit members may be required to assume duties or responsibilities other than regular scheduled yard duty, during preparation time under circumstances which happen so rarely there is no reasonable need for the principal to have a prepared contingency plan. This need shall ensure pupils' supervision or protection.
9. The total time for regular faculty meetings shall not exceed one hundred twenty (120) minutes per month. The high school will have four (4) months when there is only sixty (60) minutes for regular faculty meetings. At the discretion of the principal, regular faculty meetings may be used for school-wide collaborative and/or department/grade level meetings. However, the Superintendent may call additional faculty meetings when necessary.
10. During the District-wide meeting of all unit members occurring on the first work day of the school year, the Federation shall be provided time on the agenda. During the District orientation for new teachers, the Federation shall be afforded up to one-half (1/2) hour of the orientation time to discuss this Agreement and/or modifications to it with the new teachers.
11. Professional duties are related to a teacher's classroom teaching assignment and are focused on student academic achievement and parent involvement. These are duties which only that classroom teacher can perform because they involve students assigned to that teacher's class.
 - A. Professional duties include preparing for and attending Back to School Night, Open House, and being available to parents for parent-teacher conferences and meeting with students to support academic achievement.
 - 1) Parent conferences shall normally be scheduled during the teacher work day. On those occasions when a parent is unable to attend the conference during the work day, the teacher shall make every reasonable effort to schedule the conference with the parent as soon as possible, but no later than seven (7) calendar days from the date of the parent's request.
 - B. Professional duties also include meetings such as Student Study Team (SST) meetings, 504 meetings, IEP meetings and Language Review Teams (LRT) meetings attended by regular education teachers related to students assigned to the teacher.
 - 1) Every reasonable effort will be made to schedule these meetings during the work day. The school will hire a substitute to allow the meetings to take place, or meetings may be scheduled during the teacher's preparation time.

- 2) On those occasions when a parent is unable to attend the meeting during the work day or certificated coverage cannot be secured, the meeting shall be scheduled with the participation of the teacher outside the work day.
- 3) The teacher shall be consulted and every reasonable effort made to schedule the meeting on a day and time agreed to by the teacher. The meeting shall be scheduled no later than thirty (30) calendar days from when the meeting is requested.

ARTICLE XII
LEAVES OF ABSENCE

A. Notification of Absence

The unit member is responsible for notifying the District of absence due to illness or any other cause as follows:

1. All unit members shall call the District prior to 7:00 a.m. on the first day of an absence.
2. Notice of intent to return must be given by 2:00 p.m. the day previous to returning. If the day previous to returning is a Sunday or a holiday, then notice of intent to return need not be given. It will be assumed by the District that the unit member shall report for duty on the day after a Sunday or holiday, unless the District is notified as outlined in Paragraph three (3) below.
3. If a unit member, during an absence, has called the District stating he/she shall return the next day, and it subsequently becomes necessary for that unit member to be absent that next day, then he/she must call the District before 7:00 a.m. on the day of the absence.
4. If the intent to return is not complied with as indicated above and a substitute teacher has already been called, the substitute teacher shall be assigned for that particular day and the salary for the substitute shall be deducted from the unit member's salary.
5. If a unit member fails to notify the District of his/her absence from duty, the unit member's per day salary shall be withheld for those days, except in those instances where it was impossible for the unit member to notify the District in advance of 7:00 a.m.

B. Definition of Paid and Unpaid Leaves of Absence

1. "Paid Leave of Absence" means that a unit member will be entitled to:
 - Receive wages and fringe benefits including retirement benefits;
 - Return to a comparable assignment which the unit member worked under prior to the paid leave; and
 - Receive credit for annual salary increments during the leave.
2. "Unpaid Leave of Absence" means a unit member will retain the right of employment and may at the unit member's expense retain medical, vision, and dental coverage during the leave period, except as specified under the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). See Article XII E 3.

C. Leaves of Absence with Pay

1. Sick Leave

Each unit member employed five (5) days a week for the regular school term (August to June) is entitled to ten (10) days sick leave each year, accumulative from year-to-year.

Each unit member employed for ten (10) or more days beyond the regular school year, but less than the full fiscal year, shall be entitled to eleven (11) days annual sick leave, which shall be accumulative from year-to-year.

Each certificated employee employed for the full fiscal year shall be entitled to twelve (12) days annual sick leave, which sick leave shall be accumulative from year-to-year.

Annual sick leave shall be credited at the beginning of the school year.

Unit members employed for less than one (1) FTE shall be entitled to proportionate sick leave and other leaves authorized by this article as their assignment bears to one (1) FTE.

Unit members may use their sick leave to attend to an illness of a child, parent, spouse, or registered domestic partner.

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five (5) school months, the amount deducted from the salary due him or her for any of the additional five (5) months in which the absence occurs shall not exceed the sum that is actually paid a substitute, based on the district's substitute pay rate. If no substitute employee is employed, the amount that would have been paid to the substitute had he or she been employed shall be deducted from employee's salary.

Whenever a unit member is required to be absent from duties because of sickness or injury, the unit member shall provide proof of sickness or injury as indicated below.

The normal method of proof of illness or injury shall be the unit member's signature to the effect he/she has been absent because of illness or suffering from an injury requiring his/her absence for the period specified. In all cases involving absences in excess of five (5) days, the unit member shall be required to submit:

- 1) A physician's verification stating that the unit member was not able to perform his/her normal duties for the specified period; or

- 2) A written statement by the unit member to the effect that he/she is a member of a religious sect, denomination, or organization and that he/she was ill or injured during the specified period and that he/she was treated in accordance with the practices of his/her religious belief.

2. Pregnancy Disability

Unit members are entitled to sick leave upon request for required absences due to disability caused by pregnancy, miscarriage, childbirth and recovery therefrom. The length of such absence, including its beginning and ending dates, shall be determined by the unit member and her physician.

Disabilities caused or contributed to by pregnancy, childbirth, and recovery therefrom, are temporary disabilities.

Unit members utilizing sick leave for absence necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom, and from disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, shall obtain appropriate certification from their physician as to the required absence necessitated by such causes.

3. Use of Sick Leave for Personal Necessity

During any school year a unit member may, at his/her election, use seven (7) days of accumulated sick leave benefits in the following cases of personal necessity:

Death of a member of his/her immediate family (see definition of immediate family under Bereavement Leave).

Accident involving his/her person or property, the illness or accident of a member of the immediate family.

Appearance in court or in front of an administrative agency as a litigant or as witness under an official court order.

Graduation of a son or daughter. One (1) day is permitted if ceremonies are held within one hundred fifty (150) miles of the employee's home and two (2) days are permitted if the ceremonies are held more than one hundred fifty (150) miles from the employee's home. The unit member shall provide written notice to the administrator/ supervisor at least three (3) days in advance.

Other personal emergencies (maximum allowable shall be two (2) days per school year not accumulative from year-to-year). Two (2) of the seven (7) days of personal necessity may be taken without identifying a reason to the principal/supervisor as long as the reason is included in "a" through "d" above.

For an employee who is a victim of domestic violence, sexual assault, or stalking, personal necessity leave may be used to take time off work for any of the following reasons:

- 1) To obtain, or attempt to obtain, any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child;
- 2) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- 3) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
- 4) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
- 5) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation; and
- 6) For purposes of this section, the terms “domestic violence,” “sexual assault,” and “stalking” are as defined in California Labor Code sections 230 and 230.1.

4. Industrial Accident or Illness Leave

All unit members shall be eligible for leave of absence because of industrial accident or illness. Allowable leaves shall be sixty (60) working days in any one fiscal year for the same accident and shall commence the first day of absence.

Leave of absence under this policy shall not be accumulated from year-to-year. When the industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

A unit member shall be paid such portion of the salary due him/her for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to him/her of not more than his/her full monthly salary.

Leaves of absence applied for under this article shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability award to the unit member.

Upon termination of industrial accident leave, the unit member shall be entitled to accumulated sick leave benefits under this Agreement with the

provision that if the unit member continues to receive a temporary disability indemnity, he/she may elect to receive as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized contributions.

The Superintendent, working through the Human Resources Department, shall recommend to the Board any unit member's petition for leave of absence under this article. A unit member petitioning for such leave is responsible for furnishing the District Superintendent, upon his/her request, a statement signed by a licensed physician or practitioner verifying the nature of the injury or illness and the number of days of absence that will be needed for the leave of absence. A second signed physician's or practitioner's statement may be required of the unit member upon request of the District Superintendent at termination of the unit member's leave of absence certifying that the unit member's condition is satisfactory to warrant a return to service.

5. Child Bonding Leave

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

For mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.

Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, he/she shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the twelve (12) week period.

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.

Such leave must be taken consecutively, subject to CFRA Regulations, and the unit member must leave prepared lesson plans for the length of the absence.

6. Bereavement Leave

Bereavement leave, up to three (3) days, plus two (2) additional days if more than three hundred (300) miles of travel is required, with pay, shall be allowed to all of the unit members for death occurring in the unit member's "immediate family" "Immediate family" means mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse or registered domestic partner of the unit member; and the spouse, or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member; foster parents, foster children, stepparents, stepchildren; or any relative living in the immediate household of the unit member. Bereavement leave for spouse, registered domestic partner or child shall be up to five (5) days.

Bereavement leave to attend the funeral of a close friend or relation, shall be granted for the time necessary to attend the funeral, up to three (3) days per school year. In addition, two (2) days per school year, to be deducted from the unit member's sick leave, shall be granted upon request.

When notifying the District of his/her absence due to bereavement, the unit member shall state the relationship to the deceased.

7. Leave for Critical Illness or Other Emergencies

An emergency shall be held to mean a critical illness or an accident involving a member of the "immediate family"(See definition of "immediate family" under Bereavement Leave). Critical illness must be verified in writing by a licensed physician or practitioner.

Any natural disaster or calamity, such as fire, flood, earthquake, etc., which shall prevent an employee from fulfilling his/her duties shall be considered an emergency.

Any number of days may be granted, without loss of pay, in any one school year, subject to Board approval.

Unit members whose leave request to the Board are to be given a negative recommendation by the administration shall be notified of that fact in writing. The reason(s) for the negative recommendation shall be given, as well as the date when the request shall be presented to the Board.

All leaves must be requested within one (1) month of the occurrence or they shall be denied with full deductions.

8. Military Leave

Unit members shall be entitled to such leaves of absence with pay and other benefits as are provided in Division II, Part I. Chapter VII, of the Military and Veterans Code (M&V 395.01).

9. Jury Duty Leave

Unit members who are called to serve on juries shall be entitled to be absent from duty without loss of pay.

Any compensation received by a unit member as a member of a jury shall be remitted to the District less mileage compensation received.

10. Leave for Meetings, Conferences, and on School Business

Leave may be granted without loss of pay upon request of the unit member and recommendation of the Superintendent or designee for attendance at distinctly professional meetings of education groups at which the Superintendent feels the District should be represented. Travel, per diem, and other necessary expenses may be allowed for this purpose.

Leaves of absence to attend meetings or conventions of educational associations or societies, or to serve on committees or commissions of such organizations when the activities or purposes of this organization serve to advance the welfare of all schools in the District, through the upgrading and strengthening of the teaching profession, may be granted upon request of the unit member and recommendation of the Superintendent or designee, without loss of pay to the unit member. Travel and other necessary expenses may be allowed for this purpose.

Leave of absence may be granted to unit members for attendance at conventions or meetings or organizations composed of persons engaged in education, but interested primarily in improving the working conditions of school employees upon request of the unit member and recommendation of the Superintendent or designee. Deductions from the unit member's salary shall be limited to the amount required to pay a substitute.

Upon request of the unit member and recommendation by the Superintendent or designee, leaves of absence may be granted to unit members with prior approval, who wish to attend conventions of civic or fraternal groups not connected with education in which they hold membership. The unit member's salary shall be deducted by the amount paid for a substitute for the time of such leave.

Upon recommendation of the Superintendent or designee, and upon request of a unit member, visitations may be permitted to other schools and classes without loss of pay.

11. Sabbatical Leave

Upon recommendation of the Superintendent, the Board may permit unit members to take sabbatical leaves of absence for the purpose of improvement and which shall be of benefit to the school system.

The Board shall pay at least one-half (1/2) of the salary of the unit member on leave or may pay any additional amount up to and including the full salary of the unit member on leave. In addition, the Board shall pay all negotiated benefits during the leave period.

The Board shall require each unit member on such leave to post bond indemnifying the District against loss in the event that the member fails to render at least two (2) consecutive years' service to the District following the leave.

Applicants for Sabbatical leave must have served a minimum of ten (10) years in the district.

Applicants for Sabbatical leave will agree to assist the district with in-service staff development upon return.

One (1) unit member per year may be approved by the district for Sabbatical leave.

Selection for Sabbatical leave will be based on a recommendation to the Superintendent and Board made by a Sabbatical leave selection committee established annually consisting of three (3) teachers selected by the Federation and two (2) administrators.

Criteria for Sabbatical leave recommendation will be based on, but not limited to: relevant advanced degree; relationship to the specific instructional or curricular focus identified by the District Instructional Goals Committee annually; principal recommendation; other academic activities of benefit to the district.

Any unit member interested in seeking a Sabbatical leave must submit a written application to the selection committee via the district Human Resources Department by March 15. A committee recommendation will be made to the Superintendent for consideration by the Board at its first meeting in April.

12. Leave Donation for Catastrophic Leave

Certificated employees may donate eligible leave to another certificated employee who is personally experiencing catastrophic illness or injury. This provision is for a case-by-case program and all decisions related to this provision are not subject to grievance.

Written verification of catastrophic illness or injury by a physician describing the incapacitating nature and probable duration of the illness or injury shall be required. Requests for this provision shall be submitted

to NMCFT for consideration and recommendation. Determination of eligibility and administration of the program shall remain with the District.

A catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time and creates a financial hardship for the employee because he/she has exhausted all sick leave and other paid leave.

To be eligible, an employee must have exhausted all accrued sick leave and must request the donation of eligible leave. Eligible leave is defined as accrued sick leave.

An employee who receives donated leave time must use leave that he/she continues to accrue each month prior to utilizing donated leave. The maximum amount of time that donated leave may be utilized by the employee for any single catastrophic illness or injury shall not exceed five (5) consecutive months*.

The Superintendent or designee shall determine:

- 1) That the requesting employee is unable to work due to the catastrophic illness or injury, and
- 2) That the employee has exhausted all accrued sick leave.

Upon verification as required, the Superintendent or designee shall approve the transfer of donated accrued sick leave.

Upon written notice to the District an employee who meets the eligibility requirements may donate a minimum of seven (7) and maximum of fourteen (14) hours earned accumulated sick leave. Transfer of leave is anonymous and irrevocable.

To be eligible to donate leave an employee must have accrued a minimum of one hundred forty-seven (147) hours of accumulated eligible leave.

The employee must not qualify for workers compensation benefits in the case of this catastrophic leave.

**after five (5) consecutive months, differential pay may take effect.*

D. Release Time

1. All unit members may be released from duty up to a two (2) hour period during a working day when appointments for medical or business reasons cannot be scheduled other than during working hours. However, in order to control the above privilege, the school administrator/supervisor assumes the responsibility for proper administration of the above. The school administrator/supervisor may abridge this privilege if it is determined that this privilege has been abused.

All unit members requesting the above shall notify their administrator/supervisor in sufficient time so that proper arrangements may be made for substitutes.

2. Officers of the Federation or designees may be given release time for attendance at organization meetings and conferences. The cost of substitutes shall be borne by the Federation or the unit member.

E. Leaves of Absence without Pay

1. Parental Leave

Parental leave may be granted to natural or adoptive parents for a period of up to one (1) year, upon request.

2. Rest, Illness, Personal Hardship Leave

Unit members may be granted leaves of absence by the Board in excess of one (1) month without pay under the following conditions:

- 1) That leave is requested for the purpose of rest, illness, or personal hardship. A doctor's statement may be required to clarify health requests.
- 2) Leaves of absence may not exceed one (1) year, unless by special action of the Board.
- 3) Absence necessitated by subpoena shall not be deemed an absence for pay purposes.

A unit member granted a leave of absence for a year is assured that upon his/her return to work, he/she will be reassigned to a position comparable to that which he/she vacated, provided that the member on leave notifies the Superintendent on or before the first day of March that it is his/her intention to resume his/her duties the ensuing school year. Failure to notify the Superintendent of intention to return to duty on or before the first day of March prior to the ensuing school year automatically terminates employment.

3. Family Care and Medical Leave

Employees may be granted family care and medical leave (FMLA) pursuant to Government Code Section 12945.2 (California Family Rights Act ["CFRA"]) under the following terms and conditions:

Family care and medical leave under this may be paid or unpaid depending on the requirements of the CFRA as set forth in this section (E)(3) and subsections. For a period not to exceed twelve (12) weeks, employees on such leave will continue to be covered by the District's medical, dental and vision plans. Employees will not continue to be covered under life insurance and/or any other non-health benefit plan,

including District retirement contributions. Employees may continue to make the appropriate contributions for continued coverage for life insurance and/or non-health benefits plans by direct payments to these plans. The District may recover the cost of premiums paid for medical, dental and vision coverage in the event that an employee who takes leave under this Article fails to return to work for reasons other than due to his/her disability. Recovery may also occur should the employee separate from employment during the first thirty (30) days of their return from Family Care and Medical Leave.

If both husband and wife are employed by the District, leave will be limited for birth or adoption, not to exceed a combined total of twelve (12) weeks in a year.

An employee shall have been employed for a minimum of twelve (12) months and at least one thousand two hundred fifty (1250) hours during this period to be eligible for family care and medical leave hereunder.

Leave may be granted for birth, adoption, or foster care of a child within twelve (12) months of the birth or placement, or the serious health condition of the employee's child. Leave under this section may be taken on an intermittent basis with the approval of the School Board subject to CFRA Regulations. (See also section (C)(5) Child Bonding Leave.)

Leave may be granted for the serious health condition of a family member or the employee. Family member is defined as mother, father, son or daughter under the age of eighteen (18), or a child above that age who is incapable of self-care because of mental or physical disability, or any relative living in the immediate household of the unit member. Leave under this Section may be taken intermittently if medically necessary. If an employee's request for intermittent leave is foreseeable based upon planned medical treatment, the District may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either the following: inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or continuing supervision by a health care provider. Certification of a serious health condition shall include the date upon which the serious health condition shall include the date upon which the serious health condition began, the probable duration of the condition, appropriate medical facts regarding the condition, a statement that the employee is needed to care for a family member or a child or that the employee is unable to perform his/her function. In the case of intermittent leave, the dates and durations of treatments to be given shall also be provided. The District may require subsequent re-certification on a reasonable basis.

The District may require that a second opinion be obtained at District expense. In the event of conflicting opinions, the District, at its own expense, may require a third and final opinion that shall be binding.

An employee who meets all the requirements of eligibility shall be entitled to twelve (12) work weeks of unpaid leave in any twelve (12) month period. A twelve (12) month period commences on the first day of leave.

An employee may elect, or the District may require, an employee to substitute for family care and medical leave, any paid or unpaid leave to which they may be entitled.

An employee may elect, or the District may require an employee, to substitute for family care and medical leave accrued sick leave for the serious health condition of the employee.

An employee and the District must mutually agree for the employee to substitute for family care and medical leave accrued sick leave for the serious health condition of a child, spouse or parent of the employee.

Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code Section 12945. Health care benefits will be provided in accordance with California Fair Employment and Housing Commission regulations.

Upon expiration of leave hereunder, an employee shall be entitled to be restored to the position of employment held when the leave commenced, or, in the event the position has been eliminated, to an equivalent or comparable position. As a condition of restoration of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee shall obtain and present a "fitness for duty" certification from the health care provider that the employee is able to resume the essential duties required by the position with or without reasonable accommodation. Failure to provide such certification shall result in denial of restoration.

Unit members may also be eligible for military qualifying exigency leave (up to twelve (12) weeks per defined year) and/or military family caregiver leave (up to twenty-six (26) weeks per defined year) pursuant to the Family Medical Leave Act and related regulations.

The above negotiated provisions are intended to, and shall comply with the provisions of the CFRA and the regulations of the Fair Employment and Housing Commission covering family care and medical leave and the regulations of the U.S. Department of Labor.

Alleged violations of this section (E)(3) and subsections shall be filed with the Fair Employment and Housing Commission or the United States Department of Labor and shall not be subject to the grievance procedure contained in this Agreement.

4. Travel and/or Study Leave

Leaves of absence for travel and/or study purposes, not to exceed one (1) school year, may be granted to permanent employees only, and shall be at the discretion of the Board.

5. Federation Work

In the event a member of the certificated bargaining unit is selected to work full time for the Federation, that individual may be granted, upon request, a leave of absence for up to one year without pay.

ARTICLE XIII
CLASS SIZE

- A. Elementary, Middle, and High School student-classroom teacher class sizes shall be established pursuant to the following staffing ratios:

K-3 and 4-6 shall be computed separately.

Kindergarten-3 - As per California class size reduction

The staffing ratio for Kindergarten shall be “K enrollment divided by 24”. Transitional Kindergarten (TK) is considered to be “Kindergarten” by the State and therefore is included in this ratio for purposes of this Article. A reasonable effort shall be made to achieve equitable class sizes among the Kindergarten classes and to keep each class size as low as practical.

In addition, the parties acknowledge that “As per California class size reduction” has taken on new meaning under the new State funding model known as the Local Control Funding Formula (LCFF). As a condition of receiving the additional funding grant for K-3 Class size reduction under the Local Control Funding Formula (LCFF) (a.k.a. Grade Span Adjustment (GSA)) the District is required to make progress toward maintaining an average class enrollment of not more than twenty-four (24) pupils for each school site in kindergarten and grades 1 to 3 upon full implementation of the LCFF, as such progress is defined in Education Code section 42238.02. However, the law authorizes a district and its certificated union to negotiate an alternative annual average class size enrollment for each school site (Education Code section 42238.02 (d) (3) (B)).

Therefore, the parties agree that the grades 1-3 maximum average class-size enrollment at each school site shall be 27:1 for 2014-2015, 26:1 for 2015-2016, 25:1 for 2016-2017, and 24:1 for 2017-2018 and all subsequent years thereafter.

In the event that students enroll after the end of the thirtieth (30th) calendar day from the start of instruction and cause the District to be unable to comply with these maximum average class-sizes at a particular school site, the District may exceed the class-size maximum until the end of the current school year. The District shall notify NMCFT in the event that the District needs to exercise this exception.

If at any time the District learns that compliance with the foregoing contractual provisions will likely result in penalties which would reduce or eliminate the additional funding grant for K-3 GSA, the parties agree to meet and negotiate to discuss and implement a mutually agreed solution.

Grades 4-6 - 4 — 6 enrollment divided by 31

The District will make every reasonable effort to minimize if not avoid the creation of combination classes in the elementary grades. A unit member assigned to a combination class shall be entitled to the stipend and additional time set forth in Article XVIII (D)(4).

- B. Staffing grades 7-8 shall be calculated as follows: 7-8 enrollment divided by 29.5.

1. The staffing formula shall be calculated as follows: enrollment divided by 29.5 times 6 periods with the product divided by 5.
2. Implementation of the foregoing formula is expressly dependent upon the following:
 3. a. The District will seek volunteers from among unit members to teach an additional class section in lieu of their preparation period. Unit members agreeing to volunteer shall be paid a dollar amount equal to 20% of their base salary.
 - (i) Prior to establishment of the master schedule, volunteers to teach an additional class will be chosen using the following criteria:
 1. District-wide seniority among volunteers at the site:
 2. Appropriate credential or certification in cases of classes requiring a certificate instead of a credential (e.g AVID).
 - (ii) After establishment of the master schedule, if the process in section I above does not result in an assignment for the extra class, the District may make the assignment, by seniority from qualified site volunteers who are available during the class period.
 - b. If the staffing formula exceeds 0.4, it will be rounded up to the nearest 0.2. for example a formula of 27.43 would be rounded up to 27.6.
 - c. The formula will be adjusted appropriately depending on the number of volunteers secured in 3(a) above. Specifically, the 29.5 formula will be adjusted upward if an insufficient number of unit members volunteer to meet this number

Staffing grades 9 — 12 will be calculated as follows: enrollment divided by 31 times 6 periods with the product divided by 5 = staff allocation for 9 — 12*.

A schedule that includes a common preparation period at grades 9 — 12 results in a proportional reduction in class size.

*School staffing formulas that exceed 0.4 will be rounded up and the school will receive one (1) additional staff member.

Beginning with the 2011-12 school year, the high school staffing ratio shall include one-quarter (1/4) of the total allocation of resource specialist teachers as part of the regular staffing.

These staffing formulas exclude Special Education staff in self-contained assignments (e.g. SDC teacher).

- C. The total teaching load per high school teacher shall not exceed one hundred sixty-five (165) student contacts per day excluding the advisory/home room period. In some classes, larger group instruction is recognized as valuable so those are excluded from the preceding formulas. These classes might include, but are not limited to, band, chorus,

drill team, physical education, typing, or where an individual teacher requests to exceed the average class size as set forth herein.

- D. If the formulas or contacts are exceeded as set forth herein, as of the end of the thirtieth (30th) calendar day from the start of instruction and thereafter, a conference shall be held, at the request of the Federation with the appropriate administrator to discuss and implement a mutually agreed-upon solution. A reasonable effort shall be made at all levels to achieve equitable class sizes and class loads through rescheduling. Solutions may include, but are not limited to: additional compensation, transfer of students, and paraprofessional assistance.
- E. The above class sizes are intended to be maximums as described and when practical, the District intends to staff at lower sizes.
- F. The class size maximum for Special Day Classes (SDC) will be fourteen (14) students. If this number is exceeded and has not been rectified within ten (10) working days, the Federation and the District will meet together to achieve an equitable solution.

ARTICLE XIV
REASSIGNMENT AND TRANSFER

A. General Provisions

1. Unit members may be reassigned or transferred.
2. Unit members shall be provided an opportunity each year to indicate a desire for change of assignment or transfer to another school in the District.
3. By the end of the school year, unit members shall be notified of their tentative assignment for the following school year.
4. No unit member shall be required to teach a subject for which he/she is not credentialed without the unit member's consent.
5. Any unit member interested in reassignment or transfer shall indicate in writing.
6. All changes in assignment and transfers shall be prioritized to occur in the following order:
 - Voluntary reassignment
 - Involuntary reassignment or transfer (to include deleted positions)
 - Voluntary transfer
7. All transfers or reassignments under this Article, except for those made under section A.8 below, shall be predicated on the following criteria which are not listed in any priority order:
 - a. District-wide seniority;
 - b. Appropriate credential;
 - c. Program needs (the following criteria apply to any reference to "program needs" in this Article):
 - i. Program needs are based on District-wide programs and not exclusively the needs of a particular position or particular school. These needs shall be expressed in a written statement prepared by the principal in consultation with a Federation representative.
 - ii. Program needs to be consistent with statutory requirements.
 - iii. Program needs shall be posted with the job offer when publicized.

- d. Where two (2) or more unit members have requested to be reassigned to the same position and qualifications are deemed to be equal, seniority shall determine which person shall receive the reassignment.
 - e. When two (2) or more unit members have requested to be transferred to the same position and qualifications are deemed to be equal, seniority shall determine which person shall receive the transfer.
8. During the term of this Agreement, the Superintendent or designee, may affect an involuntary reassignment or transfer to maximize the attrition and reduce or eliminate the need for layoffs. Reassignments or transfers under this provision shall be considered temporary assignments, and vacancies due to attrition shall be considered vacancies at the end of the school year and then subject to regular transfer provisions.
 9. If the District determines that there is a need for lay-offs, the District and the Federation shall negotiate those layoff procedures as required under law.
 10. Pursuant to Ed. Code Section 35036(b) the District is prohibited from giving priority to a teacher who requests to be transferred over other qualified applicants if the transfer is made after April 15 prior to the year that the transfer would be effective. This legislation supersedes all contrary provisions in this Article.

If this legislation is rescinded or modified, the prior language shall become effective subject to meeting and negotiating any impact or effects of changes.

B. Definitions

1. Vacancy: An unfilled position created by retirement, resignation, termination, transfer, reassignment, expansion of program, increased enrollment, unpaid leaves of a year or more, or death.
2. Reassignment: The movement of an employee from department to department or from grade level to grade level at the same school.
3. Transfer: The movement of an employee from (1) site to another site. A transfer, which includes a change in department or grade level at another site, shall be referred to solely as a transfer and not a reassignment.
4. Assignment Preferences Form: This Form is emailed to all unit members each year on the first school (student attendance) day each year. A reminder to complete the initial Form shall be placed in the mailbox of each unit member. Unit members shall have ten (10) work days to complete and return by email the initial "Assignment Preference" Form to the Human Resources Department. New hires, hired mid-year, shall complete this Form as part of the hiring process. This Form can be updated at any time. This Form has two areas for which unit members indicate preference:

- i. Positions at the unit member's current school (current assignment or reassignment); and
- ii. Positions at a site other than the unit member's current school (transfer).

The District and Federation shall negotiate the contents of the Assignment Preferences Form.

The Assignment Preferences Form is attached to this Agreement as Appendix E.

C. Vacancies-Voluntary Transfer and Reassignment

1. Current School Year Vacancies — These are positions which become vacant ten (10) days prior to the opening of school through the last instructional day of the same year.
 - a. For current school year vacancies, the District may employ unit members as needed without regard to posting requirements.
 - b. When a vacancy occurs during the school year, that position shall be offered as a reassignment to unit members at the school site who have indicated interest in the position on the Assignment Preference Form. Selection of the unit member to fill the vacancy shall be according to the criteria in section A.7 of this Article. If this does not result in the position being filled, that position shall be offered as a voluntary transfer to unit members who have indicated interest in the position on the Assignment Preferences Form. Any other vacancy occurring because of such voluntary transfer (or if the position is not filled through voluntary transfer) shall not be subject to the provisions of this section.
2. Following School Year Vacancies: These are positions which will be filled effective the next school year.
 - a. The principal shall implement voluntary reassignments within the school whenever vacancies occur, based on the Assignment Preferences Form and according to the criteria in section A.7 of this Article. Prior to implementation, the principal shall inform and upon request meet with the Federation regarding implementation of this process.
 - b. After voluntary reassignments effective the next school year are made within that school, the Human Resources Department shall implement transfers for the resulting vacant position(s) based on the Assignment Preference Form and according to the criteria in sections A.7 of this Article. The Human Resources Department shall provide the Federation with the list of resulting vacancies to be filled through the transfer process.

3. If a unit member's request for reassignment or transfer has been denied, upon request, reasons for denial shall be delivered in writing to the unit member within five (5) work days.
4. In the determination of requests for voluntary reassignments or transfer, the requests of the individual unit member according to the criteria in section A.7 of this Article, shall be honored to the extent that the reassignment or transfer does not conflict with the program needs. No such request shall be denied arbitrarily, capriciously, or without basis in fact.

D. Involuntary Transfers and Reassignment:

1. Unit members shall not be involuntarily transferred or reassigned arbitrarily, capriciously, or without rational basis in fact.
2. If there are vacancies remaining after completion of the voluntary reassignment and transfer process, and involuntary reassignments or transfers become necessary, they shall be made on the basis of least length of service in the District provided that the unit member meets the necessary program needs.
3. An involuntary transfer or reassignment shall be made only after the written notice and reason(s) thereof have been given to the unit member. Within five (5) working days, a meeting between the unit member, principals concerned, and the Human Resources Department shall occur. The unit member may have a member of the Federation present.
4. After the reassignment process is complete, then unit members being involuntarily transferred or reassigned shall have preference in filling vacancies over newly hired members and unit members requesting voluntary transfers according to the criteria in section A.7 of this Article.
5. In the event of an involuntary reassignment or transfer, the requests of the individual unit member shall be honored to the extent that the reassignment or transfer does not conflict with the program needs. No such request shall be denied arbitrarily, capriciously, or without basis in fact.

E. Deletion of a position

1. If a position is to be deleted within the school, the affected unit member may request to be reassigned to any position within the school or transferred to any vacant position within the District for which the displaced unit member has the appropriate seniority and credentials and meets the program needs, according to the criteria in section A.7 of this Article.

- a. Elementary School Classroom Teaching Assignments:
 - i. Before the start of the unit member work year:

The displaced unit member may request any position within the school staffed by a unit member with the least District seniority for which the displaced unit member has the appropriate seniority and credentials and meets program needs.
 - ii. After the start of the unit member work year the process for deletion of a position shall be as provided in sections J1 and J2 of this Article.
2. When a reassignment or transfer is made due to the deletion of a position the requests of the affected unit member shall be honored to the extent that the reassignment or transfer does not conflict with the program needs. No such request shall be denied arbitrarily, capriciously, without basis in fact.

ARTICLE XV
EVALUATION PROCEDURES

All non-permanent employees shall be evaluated at least once annually. Permanent employees shall be evaluated at least every other year, except that permanent employees with unsatisfactory evaluations shall be evaluated annually.

- A. Evaluation of instructional personnel shall be conducted in accordance with the California Standards for the Teaching Profession, which are as follows:
 - 1. Engaging and supporting all students in learning.
 - 2. Creating and maintaining effective environments for student learning.
 - 3. Understanding and organizing subject matter for student learning.
 - 4. Planning instruction and designing learning experiences for all students.
 - 5. Assessing students for learning.
 - 6. Developing as a professional educator.
- B. Non-classroom personnel shall be evaluated based on the fulfillment of defined job responsibilities and standards applicable to specific job assignments (e.g., counselors, nurses, psychologists, etc.). For non-classroom personnel, all references in this Article or Appendix D to the California Standards for the Teaching Profession shall instead mean these applicable standards.
- C. The forms to be utilized in the evaluation process will be jointly developed by the District and the Federation. These forms, together with specific timelines and charts setting forth details of the evaluation procedures set forth in this Article, are contained in the "Evaluation Tool Packet" attached to this Agreement as Appendix D.
- D. Principals and supervisors assigned as evaluators must have demonstrated competence in supervision and evaluation.
- E. A basic principle to be followed in this process is that each unit member, and especially non-permanent employees, is entitled to have his/her needs for training and assistance recognized. The evaluation process should utilize the resources available.
- F. By the end of the second full week of school, employees on cycle will participate in an informational meeting regarding the evaluation cycle, status, and evaluation procedures. Each year, prior to November 1, the employees to be evaluated shall confer with their evaluator to develop the plan to be used in the evaluation process, which shall include two (2) focus areas. This plan shall be based on the California Standards for the Teaching Profession and other areas of concern identified by the evaluator or the employee. This plan shall include agreed upon criteria by which success in each designated area will be measured.

- G. If the plan developed under F above includes recommendations for the improvement of the employee's performance based upon past evaluations, the evaluator will provide specific recommendations for improvement and the assistance will be given to the employee, including training, toward improvement.
- H. The focus areas developed in F above and/or the plan developed in G above may be modified at any time upon the mutual agreement of the employee and the evaluator.
- I. If the focus areas in F above cannot be agreed upon during the initial conference, the evaluator will develop the focus areas which he/she intends to use in the evaluation of the employee, and shall inform the employee of the focus areas. Should the focus areas, in the judgment of the employee, be unfair, the employee shall have the right to attach his/her comments to the focus areas and the summative evaluation, which comments shall become permanent attachments to these documents.
- J. For a permanent employee on cycle, not less than one (1) formal observation shall be conducted for each employee being evaluated. For a non-permanent employee on cycle, not less than two (2) formal observations shall be conducted for each employee being evaluated. For a permanent employee on cycle, a pre-conference is optional, and may be requested by the employee. For all non-permanent employees, the administrator shall meet for a pre-conference before the first formal, scheduled observation. For all employees on cycle, a formal observation shall be not less than forty (40) consecutive minutes.
- K. For all permanent employees on cycle, a post-observation conference shall be optional by the permanent certificated employee on cycle. If no post-observation conference is held with a permanent employee, then the Evaluator's Narrative Feedback and any other feedback from the cycle shall be provided to the employee within ten (10) work days of the observation. For all non-permanent on cycle employees, a post-observation conference shall be held within five (5) work days of the observation. The Evaluator's Narrative Feedback and any other feedback from the cycle shall be provided to the employee within five (5) work days of the post-observation conference.
- L. A summative evaluation, inclusive of each of the areas evaluated, shall be written by the evaluator, and a copy must be given to the employee not later than thirty (30) calendar days prior to the last day of school scheduled on the calendar adopted by the District. A conference must be held between the evaluator and the employee within ten (10) working days of receipt of the written evaluation to discuss the evaluation.
- M. A PROFESSIONAL PARTNERS program is available as an alternative to the formal evaluation process. Eligibility and procedures are defined below.
 - 1. ELIGIBILITY: In order to be eligible to participate in the Professional Partners Program as an alternative to the regular evaluation process, a teacher must:
 - a. Be a permanent employee of the district;

- b. Have received satisfactory evaluations for the three (3) previous evaluation cycles;
 - c. Agree to participate in the Professional Partners Program and meet all of its requirements;
 - d. Notify supervisor of intent to participate in the Professional Partners Program within three (3) work days of the informational meeting; and
 - e. Have supervisor approval.
2. PROCEDURES: If a teacher is eligible and prefers the Professional Partners Program, he or she is required to do the following:
- a. Choose a professional partner who is eligible for participation in the program;
 - b. Choose one (1) of two (2) options:
 - 1) Two (2) partner observations
 - 2) Or two (2) partner meetings to show evidence of progress towards meeting agreed-upon focus areas;.
 - c. Fill out the necessary form/s (Pre-Observation Form and/or Focus Areas Form as applicable)'
 - d. By September 30, meet with the evaluator and the partner to discuss goals and objectives as written in the Focus Areas Form according to the California Standards for the Teaching Profession and fill out Professional Partners Timeline.
 - e. Hold two (2) meetings or two (2) observations and, in the latter case , hold post-observation meetings, the first by one (1) week before winter break, and the second by February 15.
 - f. Write a reflection about your learning experience for the year on the Summative Evaluation Form and submit to the evaluator by April 15, along with Formal Observation with Feedback Forms for each of the two (2) cycles.
 - g. Hold final conference with the teacher, professional partner, and the evaluator prior to thirty (30) calendar days before the end of school year; and
 - 1) Discuss at the final conference all documentation of the process including but not limited to the forms already submitted to the evaluator by April 15 and the evaluator's completed Summative Evaluation Form.

ARTICLE XVI
TEACHER SUPPORT AND GUIDANCE

- A. The parties recognize the link between teacher effectiveness and student learning. The primary purpose and intent of the Teacher Support and Guidance program is to provide structured, individualized support and guidance to teachers as necessary to enhance their performance and support teacher retention. A qualified support provider will provide assistance and training to all beginning teachers. Assistance may involve professional development and consultations to help beginning teachers apply their academic preparation more effectively in the classroom.

Formal evaluation remains the District's responsibility. The Teacher Support and Guidance program shall be subject to refinement and development through negotiations between the Federation and the District. Support providers shall be experienced certificated personnel who are knowledgeable about teacher development and needed competencies. The roles and responsibilities of support providers shall be clearly defined in writing and communicated to all participants.

- B. Beginning Teacher Induction

The Superintendent or designee shall inform beginning teachers about induction programs or other support options that are available to help them fulfill the requirements of the clear multiple subject, single subject, or education specialist credential and will provide the support necessary to complete the program while serving in the District in order to ensure that the teacher attains "highly qualified" status.

- C. The performance of a beginning teacher shall be monitored by the support provider and the site administrator in order to determine whether the teacher has met program goals and to make recommendations for follow-up support.

ARTICLE XVII
SAFETY CONDITIONS OF EMPLOYMENT

A. Worksite Safety

1. Unit members are encouraged to be safety conscious in their actions and are to report unsafe or unhealthy conditions to their immediate supervisor.
2. The District shall provide safe working conditions pursuant to applicable law.
3. Upon receiving written notice of an alleged unsafe or unhealthy condition, the concerned supervisor shall have the responsibility of determining if, in fact, an unsafe or unhealthy condition does exist. If such condition is determined to exist, the supervisor shall initiate action to correct the condition as soon as possible.
4. When applicable, appropriate administrative agencies shall be called upon to help resolve safety or healthy concerns.

B. Threats and Assaults

1. Unit members acting within the scope of their duties and responsibilities may exercise the amount of physical control reasonably necessary to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a student.
2. Unit members shall immediately report cases of assault suffered by them, in-connection with their employment, to their principal or other immediate supervisor who shall immediately report the incident to the police.
3. The District shall comply with any reasonable request from the unit member for information not otherwise privileged or confidential or the release of which would constitute the invasion of any person's privacy in the possession of the District relating to the incident or the persons involved and shall act in appropriate ways as liaison between teacher, police, and courts.
4. In the event the unit member is required to spend time with the law enforcement agency or the District in handling of such incident, the unit member shall be provided release time from assigned duties, if necessary, for such meetings.

ARTICLE XVIII
COMPENSATION

A. Salary Schedule

The salary schedules contained in Appendix A of this Agreement reflect the various levels of salary provided during the life of this Agreement. The various steps and columns provide for placement of unit members upon initial employment as well as movement from year-to-year in support of the Professional Growth criteria set forth in this Article.

2022-2023 School Year: The salary schedules contained in Appendix A of this Agreement shall be increased effective July 1, 2022 according to the following terms:

- I. The 2021-2022 salary schedules shall be increased by 85% of the funded percentage cost of living adjustment (COLA) projected to be received by the District in the Governor's January 2022 Proposed Budget for the 2022-2023 school year. This projected COLA is 5.33%; therefore the 2021-2022 salary schedules will be increased by 4.53% effective July 1, 2022.
- II. If the funded percentage cost of living adjustment (COLA) contained in the 2022-2023 final State Budget Act exceeds 5.33%, the salary schedule shall be increased by an additional 80% of the additional percentage COLA increase.
 - a. For example if the final funded COLA received by the District is 6.13%, for the 2022-2023 school year the difference between this figure and 5.33% is .8% and 80% of this difference is .64%. Therefore, the 2021-2022 salary schedules will be increased by 5.17% ($4.53\% + .64\% = 5.17\%$) effective July 1, 2022.
 - b. For example if the final funded COLA received by the District is 6.5%, for the 2022-2023 school year, the difference between this figure and 5.33% is 1.17% and 80% of this difference is .936%. Therefore, the 2021-2022 salary schedules will be increased by 5.46% ($4.53\% + .936\% = 5.46\%$) effective July 1, 2022.

2023-2024 School Year: The 2022-2023 salary schedules contained in Appendix A of this Agreement shall be increased effective July 1, 2023 according to the following terms:

- I. The 2022-2023 salary schedules shall be increased by 85% of the funded percentage cost of living adjustment (COLA) contained in the 2023-2024 final State Budget Act. This projected COLA is currently 3.61%; therefore, if this is the final state-funded COLA for the 2023-2024 school year, the 2022-2023 salary schedules would be increased by 3.07% effective July 1, 2023.
- II. If the funded percentage cost of living adjustment (COLA) contained in the 2023-2023 final State Budget Act exceeds 3.61%, the salary schedule shall be increased by an additional 80% of the additional percentage COLA increase.
 - a. For example if the final funded COLA received by the District is 4% for the 2023-2024 school year, the difference between this figure and 3.61% is .39% and 80% of this difference is .312%. Therefore, the 2021-2022

salary schedules will be increased by 3.38% (3.07% + .312% = 3.38%) effective July 1, 2023.

- b. If the funded percentage cost of living adjustment (COLA) contained in the 2023-2023 final State Budget Act is less than 3.61%, the salary schedule shall be increased by 85% of this final percentage COLA increase. (E.g., COLA of 3% x 85% = 2.55%).

2024-2025 School Year: Salaries for the 2024-2025 school year shall be subject to reopener negotiations according to Article XXII of this Agreement.

1. Column Classification:

Column Designations*:

Column A - Degree plus fifteen (15) semester credits post Bachelor's degree

Column B - Degree plus thirty (30) semester credits post Bachelor's degree

Column C - Degree plus forty-five (45) semester credits post Bachelor's or Master's degree

Column D - Degree plus sixty (60) semester credits post Bachelor's or Master's degree plus fifteen (15) semester credits post Master's degree

Column E - Degree plus seventy-five (75) semester credits post Bachelor's or Master's degree plus thirty (30) semester units post Master's degree

2. External Educational Units: To qualify as "units" per Appendix A-7 for purposes of column movement on the salary schedule(s) for units must:

- a. Be post-Bachelor's or post-Master's of upper division or graduate division (post-Bachelor's or Master's means taken after receipt of the respective degree); and
- b. Be completed coursework from accredited institutions on a quarter or semester basis;
- c. Be "semester credits post Bachelor's degree" to include:
 - i. Be earned with a grade of "C" or above, or a "Pass" in the case of a "Pass-Fail" course, or a certificate of completion if applicable, as indicated by an official certificate or transcript.
- d. Credit for advancement on the salary schedules contained in Appendix A of this Agreement based on the external educational units set forth in this section shall be according to the Conversion Chart attached to this Agreement as Appendix A-7.

3. Verification of Units/Timing of Column Movement
 - a. In order to qualify as “units” for advancement across a column on the salary schedule, unit members must file with Human Resources written verification of successful completion of professional growth activities as set forth in this article.
 - b. Verification shall be in the form of official written transcripts or other verifiable written information/documentation. The furnishing of all such records is the responsibility of the unit member.
 - c. Advancement of a column will take place when an employee files proper documentation with the District as defined in section 3(b) directly above. Such advancement shall take place within three months or three regular pay periods, whichever is longer, the employee files the transcripts with the district and shall be effective retroactively to the date of filing.
 - d. Mandatory coursework necessary for maintaining a California Credential, CPR and First Aid courses shall not count as “units” for salary schedule advancement.
4. Annual stipend for first Master’s and first Doctorate degrees each will be added to a unit member’s placement on the salary schedule.

B. Credit for Experience

1. Effective July 1, 2015, new unit members shall receive full credit for experience (for placement on salary schedule) outside the District up to nineteen (19) years, and thus be placed at the twentieth (20th) step of the proper column.
2. All teaching experience shall be defined as teaching at any accredited public or private school and as described below.
3. A unit member must be on paid status seventy-five (75) percent of the days that school is in session in order to have that year count as a year of experience on the salary schedule.
4. Any unit member out of the profession for five (5) years or more will be allowed credit for no more than four (4) years of teaching experience.

C. Professional Growth

1. Professional Growth involves:
 - a. A continuum, which supports the development of highly effective teaching practices and actions;

- b. Collaborating and learning to support the achievement of District goals (e.g. Local Control Accountability Plan (LCAP), Single Plan for Student Achievement (SPSA), Educational Technology Plan); and
 - c. Expanding the capacity of educators through specialized training, formal education, or advanced professional learning to address needs of each student in every classroom.
2. Internal Professional Growth Opportunities: To qualify as “units” per Appendix A-7 for purposes of column movement on the salary schedule(s) for internal professional growth opportunities, units must result from successful completion of a District-approved course, program implementation or special project (“successful” is defined per section 2(i) above if applicable and, if not, according to pre-approved criteria).
- a. Professional Development Catalog
 - i. In consultation with NMCFT, the District will develop and produce a Professional Development Catalog.
 - ii. The Catalog will provide unit members with choices – e.g., trainings, workshops, or projects – the completion of which will qualify for professional growth units as designated.
 - iii. In consultation with NMCFT, the District will develop and periodically conduct a survey of unit members to obtain feedback and recommendations regarding the choices and options offered in the Catalog.
 - b. Internal Professional Growth “units” for column advancement on the salary schedules contained in Appendix A of this Agreement, “semester credits post Bachelor’s degree” may include a combination of:
 - i. Completion of hours of attendance through pre-approved Internal Professional Growth Opportunities.
 - ii. Credit for advancement of the salary schedules contained in Appendix A of this Agreement based on the professional growth activities set forth in section 2 above shall be according to the Conversion Chart attached to the Agreement as Appendix A-7.
 - c. Unit Members on Column E: Unit members on Column E of the salary schedule who earn the equivalent of an additional fifteen (15) units of Internal Professional Growth (as defined in this Article) beyond the units already required to achieve placement on Column E shall earn an annual Professional Growth Stipend of \$2500. No more than one (1) such stipend may be received by a unit member regardless of additional units beyond fifteen (15) that might be earned.

D. Additional Duty Pay

The additional duty pay schedule reflects the extra compensation for additional duties as assigned.

1. Teachers-in-charge are to be paid as per the schedule and shall work those number of days in excess of the adopted calendar necessary to complete the assigned duties.
2. The rate of pay for authorized additional duty, such as District-wide committees, home teaching, and substituting during prep time, will be as on the additional duty pay schedule.
3. A unit member who is required to move classrooms prior to the first day of the school year shall be offered up to two (2) days of additional duty pay at the hourly rate in order to pack and set up his/her new classroom. A unit member who is required to move classrooms during the school year shall be offered up to two (2) days of substitute time in order to pack and set up his/her new classroom. A unit member who is required to move classrooms and teach a different grade level in K-6 or teach a different subject matter within credential requirements at the middle school and high school shall receive an additional one (1) day of substitute time or pay at the per diem rate in order to prepare to teach the curriculum at the new grade level in K-6 or different subject matter in grades 7-12.
4. Unit members assigned to a combination class shall be entitled to the following:
 - a. A stipend for the school year of such assignment in the amount of \$500, if the unit member teaches such class for thirty (30) or fewer instructional days, or \$2500, if the unit member teaches such class for more than thirty (30) instructional days.
 - b. Up to three (3) days of additional time at their per diem rate for instructional preparation.

E. Persons employed who possess only a vocational education credential (Designated Subjects Career Technical Education Teaching Credential) without a Bachelor's degree may, at the discretion of the District be placed on the salary schedule in a CTE position based upon:

1. Trainings or certifications received from accredited colleges or universities in areas related to the instructional service being provided in the district CTE program; or Trainings and certifications received from technical schools accredited by the Accrediting Commission of Career Schools and Colleges and the identified equivalent units.
2. Previous applicable full-time teaching and/or field experience in the areas up to nineteen (19) years, and thus be placed on the twentieth (20th) step of the proper column.

- F. The District will make every reasonable effort to secure a substitute and/or otherwise provide for the instruction of students from available on-site credentialed staff when an elementary grade classroom teacher is absent in order to prevent elementary classrooms from being split and redistributed among other classrooms.

ARTICLE XIX
HEALTH AND WELFARE BENEFITS

- A. Effective January 1, 2016, the monthly cap for the District's contribution of health and welfare benefits shall be increased by \$103.23/month (\$1238.76/annually). This means that the cap for employee only would increase from \$558.15/month to \$661.38/month. The cap for employee plus one (1) dependent shall be increased from \$1,077.46/month to \$1,180.69/month. The cap for employee plus two (2) or more dependents shall be increased from \$1,206.46/month to \$1,309.69/month.
 - a. Effective October 1, 2022, the monthly cap for the District's contribution of health and welfare benefits shall be increased, if necessary, to provide medical (Bronze Plan), dental and vision coverage to the employee only, without employee out of pocket premium contributions.
- B. The District's health insurance is provided through the California's Valued Trust (CVT). The parties may jointly agree at any time to change the insurance carrier and/or coverage, or the plans offered, upon the commencement of a new plan year.
- C. Retired teachers shall have the option of retaining medical insurance coverage subject to carrier requirements.
- D. All unit members who are working less than one (1) full-time equivalent shall be entitled to the benefits provided by this Article on a pro-rata basis.
- E. Unit members on leave without pay have the option to participate in the above coverages at their expense except as noted otherwise in this Agreement.

ARTICLE XX
RETIREMENT INCENTIVE PROGRAM

A. Early Retirement Incentive Program (ERIP)

1. The District shall advise any unit member who applies for this program that if selected, the employee would be required to retire and would not be able to continue contributions to the California State Teachers Retirement System by working in a certificated position in any public school district in California.
2. Any unit member who has served satisfactorily in the District for a minimum of ten (10) years and is under age sixty-five (65) or has less than thirty (30) years STRS credit, is eligible for the ERIP.
3. To be eligible, an employee must be a permanent certificated employee at no less than the level of Column B, Step 10, of the current salary schedule.
4. Eligible unit members applying for the ERIP must submit their application in writing to the Superintendent by March 1st of the school year prior to the commencement of their participation in the program.
5. The Board of Trustees of the District shall act on the applications not later than the first regular meeting of the Board in May.

Not more than five percent (5%) of the unit members may be approved in any one fiscal year.

- a. Within one (1) week after the Board decision, the applicants will be notified in writing by the District of the decision.
6. Early retirement shall include any one of the following options:
 - a. District paid cash settlement to unit member equivalent to the amount of pension penalty suffered during the first two (2) years of retirement because of a maximum of two years early retirement (Figured upon actual average of highest thirty-six (36) months' income). Retiree will have the option to receive this cash settlement as a one (1)-time payout or divided into five (5) equal payments over five (5) years.
 - b. District prepaid health benefits (same as those teachers continuing in service) up to a maximum of three (3) years.

ARTICLE XXI
DISCIPLINE SHORT OF DISMISSAL

The District and the Union recognize the value of remedial action as a means of correcting problems of performance and assisting the employee to overcome problems of performance.

- A. The District and the Union agree to discipline short of dismissal based upon these principles:
1. Implementation and enforcement of rules and regulations and the negotiated agreement shall be done in a fair and equitable manner.
 2. Application of progressive discipline shall be applied with the intention of improving performance.
 3. The rights of the employee shall be respected and guaranteed.
 4. At all stages in the implementation of progressive discipline, employees shall have the right of representation.
 5. Any disciplinary action taken shall be fair, appropriate and reasonably related to the offense.
 6. All procedures taken under this article are subject to the grievance procedure and binding arbitration.
 7. Materials, correspondence, and documents related to a disciplinary action against an employee may not be placed in the personnel file unless the discipline has been sustained through grievance procedure or the time for filing a grievance has passed.
- B. Unit members may be disciplined for the infractions listed below:
1. Violations of District policy and regulations.
 2. Abusive behavior toward students, fellow employees or the public while performing school-related duties.
 3. Failure to perform contractual obligations.
- C. Progressive Discipline Procedures:
1. The first time a supervisor becomes aware of an infraction by an employee a verbal warning will be given and the employee will be informed of the possible consequences of continued infractions.
 2. For repeated infractions of the same kind, the supervisor will give the unit member a written warning. The employee has the right to a conference with the

supervisor, with union or other representation, to clarify and attempt to resolve and remediate the alleged misconduct.

3. Infractions of the same kind occurring after a written warning will result in a written reprimand. The employee shall have the right to conference with representation, to assess the reprimand with the supervisor.
4. If written reprimands do not resolve the problem, suspension of up to ten (10) days without pay may be implemented by the Board of Education after a full hearing on the matter.
5. Suspensions shall be with full pay pending final disposition of the case.
6. In the event the employee chooses not be represented by the Union, the Union shall be provided copies of all written documents relative to the case, and shall be granted reasonable time to respond to any proposed disciplinary action prior to the implementation of such discipline.
7. No unit member shall receive more than one (1) penalty for any single action or infraction.
8. In the event an employee is suspended without pay that suspension shall not reduce or deprive the unit member of seniority rights.
9. No suspension shall be carried over from one (1) school year to the next.

ARTICLE XXII
REOPENING OF NEGOTIATIONS

- A. This document comprises the entire Agreement between the District and the Federation on matters within the lawful scope of negotiations. Any Public Employment Relations Board decision subsequent to the execution of this Agreement concerning the scope of negotiations shall not be cause for reopening negotiations during the term of this Agreement.
- B. Any mandatory improvements, reductions, or elimination of unit member benefits in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall obligate the parties ten (10) days of the effective date of such amendment or repeal to negotiate for the purpose of amending such benefits in this Agreement.
- C. This Agreement shall be closed for the 2022-2023 and 2023-2024 school years. Upon request by either party, this Agreement shall be reopened for negotiations for the 2024-2025 school year as follows: Each party may reopen on Articles XVIII (Compensation), XIX (Health and Welfare Benefits) and two (2) additional articles of each party's selection.
- D. Commencement of negotiations under this Article shall take place within ten (10) days after the public notice requirement has been met unless the parties mutually agree in writing to an alternate start date. The public notice process for both reopener and successor negotiations shall be completed in sufficient time to allow for the legal commencement of negotiations on or before March 1 of the year immediately preceding the contract year to be negotiated unless the parties mutually agree otherwise in writing.
- E. The parties shall meet in advance of the first bargaining session in order to develop a framework for the upcoming negotiations which may include, but not be limited to, planning meetings, setting a calendar, and critical dates by which information beneficial to the process will be available.

ARTICLE XXIII
SAVINGS PROVISION

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

- B. The parties shall meet no later than ten (10) working days (as determined by the approved calendar) after such court decision to renegotiate the provision or provisions affected.

ARTICLE XXIV
COMPLETION OF AGREEMENT

This document comprises the entire agreement between the District and Federation in the matters lawfully within the scope of negotiation. The District shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not said subject is covered by this Agreement, even though such subject was not nor considered at the time of negotiations leading to the execution of this agreement.

ARTICLE XXV
EFFECTIVE AND TERMINATION DATES

The Collective Bargaining Agreement shall be for a term of three (3) years, commencing July 1, 2022 and extending through June 30, 2025.

Each Party to this Agreement represents and warrants that this Agreement represents an accurate record of the Agreement between the Parties. Each Party represents in good faith and to the best of our knowledge that all outstanding documents are included in this Agreement. Each Party agrees to meet and confer should any preexisting documents come to the attention of either Party subsequent to the signing of the contract.

NORTH MONTEREY COUNTY UNIFIED
SCHOOL DISTRICT

NORTH MONTEREY COUNTY
FEDERATION OF TEACHERS, LOCAL
4008, CFT, AFT, AFL-CIO

By Kai Yeater
Superintendent

By [Signature]
President

Dated: 9/14/22

Dated: 9/14/22

APPENDIX A

SALARY SCHEDULE

- A1 CERTIFICATED TEACHER 22-23
- A2 TOSA 195 DAYS 22-23
- A3 TOSA 205 DAYS 22-23
- A4 TOSA 213 DAYS (11 MONTH 22-23)
- A5 TOSA 231 DAYS (12 MONTH 22-23)
- A6 PSYCHOLOGIST/NURSE/SPEECH &
LANGUAGE PATHOLOGIST 22-23
- A7 CONVERSION CHART

APPENDIX B

EXTRA DUTY PAY SCHEDULE

APPENDIX C

BENEFITS RATE SHEET

- C1 10/1/21 to 9/30/22
- C2 10/1/22 to 9/30/23

APPENDIX D

- D1 EVALUATION TOOL PACKET
- D2 NON-PERMANENT EMPLOYEE
EVALUATION TIMELINE
- D3 PERMANENT EMPLOYEE EVALUATION TIMELINE
- D4 PROFESSIONAL PARTNER PROGRAM EVALUATION TIMELINE
- D5 FOCUS AREA #1
- D6 FOCUS AREA #2
- D7 FORMAL OBSERVATION WITH FEEDBACK
- D8 SUMMATIVE EVALUATION
- D9 IMPROVEMENT PLAN

APPENDIX E

ASSIGNMENT PREFERENCES FORM

APPENDIX F

MEMORANDUMS OF UNDERSTANDING/SIDE LETTERS

- F1 MOU Elementary Teacher Preparation Time for the 2022-2023 and
2023-2024 School Years
- F2 MOU Elementary Grades 4-6 Staffing Formula for the 2022-2023 and

2023-24 School Years
F3 MOU Classroom Budget
F4 MOU NMCFT President Release Time 2022-2023

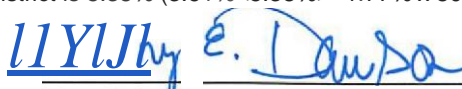
APPENDIX G SETTLEMENT AGREEMENT FOR THE 2022-2025 School Year with MOUs

CERTIFICATED BASE SALARY SCHEDULE Effective 2022-23					
	BA+ 15 ANNUAL SALARY	BA+30 ANNUAL SALARY	MA/ BA+45 ANNUAL SALARY	MA+ 15/ BA+60 ANNUAL SALARY	MA+ 30/ BA+75 ANNUAL SALARY
STEP	A	B	C	D	E
1	\$54,957	\$57,304	\$59,653	\$61,106	\$62,558
2	\$57,096	\$59,413	\$61,732	\$63,444	\$65,159
3	\$59,233	\$61,521	\$63,808	\$65,785	\$67,763
4	\$61,372	\$63,628	\$65,885	\$68,123	\$70,363
5	\$63,510	\$65,459	\$67,406	\$70,145	\$72,878
6	\$65,665	\$67,850	\$70,033	\$72,865	\$75,697
7	\$67,822	\$70,240	\$72,660	\$75,585	\$78,511
8	\$69,976	\$72,631	\$75,284	\$78,307	\$81,325
9	\$72,134	\$75,021	\$77,910	\$81,025	\$84,139
10		\$78,686	\$80,434	\$83,638	\$86,839
11			\$81,285	\$85,364	\$89,443
12				\$91,173	\$92,051
13					\$94,657
14					
15	\$75,757	\$80,204	\$84,653	\$92,212	\$99,768
16					
17					
18	\$76,064	\$80,649	\$85,235	\$94,025	\$102,815
19					
20	\$76,372	\$81,095	\$85,817	\$95,840	\$105,860
21					
22					
23	\$76,517	\$81,366	\$86,217	\$97,239	\$108,261
24					
25	\$76,656	\$81,637	\$86,619	\$98,639	\$110,659
28	\$76,892	\$81,933	\$87,007	\$99,617	\$112,262
30	\$77,128	\$82,226	\$87,322	\$100,595	\$113,867
33	\$77,219	\$82,322	\$87,425	\$100,992	\$114,561
35	\$77,312	\$82,419	\$87,525	\$101,391	\$115,255
MASTER AND/OR DOCTORATE STIPEND \$1,133					

Notes:

- 1) Based upon 21-22 Certificated Base Salary Schedule
- 2) 2022-2023: 5.51% increase effective July 1, 2022. Based on 85% of 5.33% COLA in January proposed budget (equaling 4.53%) plus 80% of difference between the proposed 5.33% COLA and the 6.56% COLA in the adopted State Budget ($6.56\% - 5.33\% = 1.23\% \times 80\% = .984\% + 4.53\% = 5.51\%$).
- 3) 2023-2024: Salary Schedules will reflect an increase effective July 1, 2023 based on 85% of 3.61% COLA in January, 2022 proposed budget (equaling 3.068%) plus 80% of the difference between the proposed 3.61% COLA and the actual COLA in the adopted State Budget. For example: if the final funded COLA received by the District is 5.38% ($3.61\% - 3.61\% = 0\% \times 80\% = 0\% + 3.068\% = 3.068\%$).

Board Approved: 7/21/22

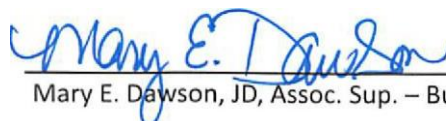

Mary E. Dawson, JD, Assoc. Sup. - Business Services

TOSA 195 DAY SALARY SCHEDULE					
Effective 2022-23					
	BA+ 15 ANNUAL SALARY	BA+30 ANNUAL SALARY	MA/ BA+45 ANNUAL SALARY	MA+ 15/ BA+60 ANNUAL SALARY	MA+ 30/ BA+75 ANNUAL SALARY
STEP	A	B	C	D	E
1	\$ 57,925	\$ 60,400	\$ 62,875	\$ 64,410	\$ 65,935
2	\$ 60,180	\$ 62,625	\$ 65,065	\$ 66,875	\$ 68,680
3	\$ 62,435	\$ 64,845	\$ 67,260	\$ 69,340	\$ 71,425
4	\$ 64,690	\$ 67,065	\$ 69,445	\$ 71,805	\$ 74,165
5	\$ 66,940	\$ 68,995	\$ 71,050	\$ 73,935	\$ 76,820
6	\$ 69,215	\$ 71,515	\$ 73,820	\$ 76,805	\$ 79,785
7	\$ 71,490	\$ 74,035	\$ 76,585	\$ 79,670	\$ 82,750
8	\$ 73,760	\$ 76,560	\$ 79,355	\$ 82,540	\$ 85,720
9	\$ 76,030	\$ 79,080	\$ 82,120	\$ 85,405	\$ 88,690
10		\$ 82,940	\$ 84,785	\$ 88,155	\$ 91,530
11			\$ 85,680	\$ 89,980	\$ 94,280
12				\$ 96,100	\$ 97,025
13					\$ 99,775
14					
15	\$ 79,850	\$ 84,540	\$ 89,230	\$ 97,195	\$ 105,160
16					
17					
18	\$ 80,175	\$ 85,005	\$ 89,840	\$ 99,105	\$ 108,370
19					
20	\$ 80,500	\$ 85,475	\$ 90,455	\$ 101,020	\$ 111,580
21					
22					
23	\$ 80,650	\$ 85,765	\$ 90,875	\$ 102,495	\$ 114,110
24					
25	\$ 80,800	\$ 86,050	\$ 91,300	\$ 103,970	\$ 116,640
28	\$ 81,045	\$ 86,360	\$ 91,710	\$ 105,000	\$ 118,330
30	\$ 81,295	\$ 86,670	\$ 92,040	\$ 106,030	\$ 120,020
33	\$ 81,395	\$ 86,770	\$ 92,150	\$ 106,450	\$ 120,755
35	\$ 81,490	\$ 86,875	\$ 92,255	\$ 106,870	\$ 121,485
MASTER AND/OR DOCTORATE STIPEND \$1,133					

Notes:

- 1) Based upon 21-22 Certificated Base Salary Schedule
- 2) 2022-2023: 5.51% increase effective July 1, 2022. Based on 85% of 5.33% COLA in January proposed budget (equaling 4.53%) plus 80% of difference between the proposed 5.33% COLA and the 6.56% COLA in the adopted State Budget (6.56% < 5.33% > = 1.23% x 80% = .984% + 4.53% = 5.51%).
- 3) 2023-2024: Salary Schedules will reflect an increase effective July 1, 2023 based on 85% of 3.61%

Board Approved: 7/21/22


Mary E. Dawson, JD, Assoc. Sup. – Business Services

TOSA 205 DAY SALARY SCHEDULE					
Effective 2022-23					
	BA+ 15	BA+ 30	MA/ BA+45	MA+ 15/ BA+ 60	MA+ 30/ BA+75
	ANNUAL	ANNUAL	ANNUAL	ANNUAL	ANNUAL
	SALARY	SALARY	SALARY	SALARY	SALARY
STEP	A	B	C	D	E
1	\$ 60,897	\$ 63,501	\$ 66,103	\$ 67,710	\$ 69,321
2	\$ 63,267	\$ 65,835	\$ 68,403	\$ 70,302	\$ 72,203
3	\$ 65,635	\$ 68,170	\$ 70,706	\$ 72,896	\$ 75,086
4	\$ 68,007	\$ 70,504	\$ 73,006	\$ 75,488	\$ 77,970
5	\$ 70,375	\$ 72,534	\$ 74,693	\$ 77,728	\$ 80,759
6	\$ 72,765	\$ 75,184	\$ 77,604	\$ 80,742	\$ 83,878
7	\$ 75,154	\$ 77,833	\$ 80,515	\$ 83,756	\$ 86,997
8	\$ 77,541	\$ 80,484	\$ 83,424	\$ 86,773	\$ 90,116
9	\$ 79,931	\$ 83,132	\$ 86,334	\$ 89,785	\$ 93,234
10		\$ 87,193	\$ 89,130	\$ 92,678	\$ 96,226
11			\$ 90,072	\$ 94,592	\$ 99,114
12				\$ 101,031	\$ 102,002
13					\$ 104,892
14					
15	\$ 83,947	\$ 88,877	\$ 93,803	\$ 102,180	\$ 110,555
16					
17					
18	\$ 84,288	\$ 89,367	\$ 94,448	\$ 104,189	\$ 113,929
19					
20	\$ 84,629	\$ 89,862	\$ 95,091	\$ 106,201	\$ 117,302
21					
22					
23	\$ 84,787	\$ 90,161	\$ 95,538	\$ 107,751	\$ 119,963
24					
25	\$ 84,943	\$ 90,463	\$ 95,982	\$ 109,302	\$ 122,621
28	\$ 85,205	\$ 90,790	\$ 96,411	\$ 110,387	\$ 124,398
30	\$ 85,466	\$ 91,114	\$ 96,762	\$ 111,468	\$ 126,176
33	\$ 85,567	\$ 91,222	\$ 96,875	\$ 111,911	\$ 126,946
35	\$ 85,671	\$ 91,329	\$ 96,988	\$ 112,353	\$ 127,717
MASTER AND/OR DOCTORATE STIPEND \$1,133					

Notes:

- 1) Based upon 21-22 Certificated Base Salary Schedule
- 2) 2022-2023: 5.51% increase effective July 1, 2022. Based on 85% of 5.33% COLA in January proposed budget (equaling 4.53%) plus 80% of difference between the proposed 5.33% COLA and the 6.56% COLA in the adopted State Budget (6.56% < 5.33% > = 1.23% x 80% = .984% + 4.53% = 5.51%).
- 3) 2023-2024: Salary Schedules will reflect an increase effective July 1, 2023 based on 85% of

Board Approved: 7/21/22


 Mary E. Dawson, JD, Assoc. Sup. – Business Services

TOSA 213 DAYS (11 Month) SALARY SCHEDULE Effective 2022-23					
	BA+ 15 ANNUAL SALARY	BA+30 ANNUAL SALARY	MA/ BA+45 ANNUAL SALARY	MA+ 15/ BA+60 ANNUAL SALARY	MA+ 30/ BA+75 ANNUAL SALARY
STEP	A	B	C	D	E
1	\$ 63,274	\$ 65,978	\$ 68,682	\$ 70,354	\$ 72,024
2	\$ 65,736	\$ 68,403	\$ 71,072	\$ 73,046	\$ 75,020
3	\$ 68,198	\$ 70,830	\$ 73,465	\$ 75,741	\$ 78,017
4	\$ 70,661	\$ 73,256	\$ 75,854	\$ 78,434	\$ 81,014
5	\$ 73,120	\$ 75,365	\$ 77,609	\$ 80,761	\$ 83,910
6	\$ 75,603	\$ 78,117	\$ 80,634	\$ 83,894	\$ 87,152
7	\$ 78,087	\$ 80,871	\$ 83,657	\$ 87,025	\$ 90,392
8	\$ 80,566	\$ 83,624	\$ 86,680	\$ 90,158	\$ 93,634
9	\$ 83,050	\$ 86,376	\$ 89,702	\$ 93,289	\$ 96,875
10		\$ 90,594	\$ 92,609	\$ 96,294	\$ 99,980
11			\$ 93,587	\$ 98,284	\$ 102,981
12				\$ 104,973	\$ 105,983
13					\$ 108,985
14					
15	\$ 87,222	\$ 92,344	\$ 97,466	\$ 106,167	\$ 114,867
16					
17					
18	\$ 87,578	\$ 92,855	\$ 98,134	\$ 108,255	\$ 118,374
19					
20	\$ 87,930	\$ 93,368	\$ 98,802	\$ 110,345	\$ 121,883
21					
22					
23	\$ 88,096	\$ 93,680	\$ 99,265	\$ 111,954	\$ 124,646
24					
25	\$ 88,259	\$ 93,993	\$ 99,728	\$ 113,568	\$ 127,407
28	\$ 88,530	\$ 94,332	\$ 100,175	\$ 114,693	\$ 129,254
30	\$ 88,801	\$ 94,670	\$ 100,539	\$ 115,820	\$ 131,099
33	\$ 88,906	\$ 94,781	\$ 100,655	\$ 116,279	\$ 131,901
35	\$ 89,014	\$ 94,893	\$ 100,771	\$ 116,735	\$ 132,701
MASTER AND/OR DOCTORATE STIPEND \$1,133					

Notes:

- 1) Based upon 21-22 Certificated Base Salary Schedule
- 2) 2022-2023: 5.51% increase effective July 1, 2022. Based on 85% of 5.33% COLA in January proposed budget (equaling 4.53%) plus 80% of difference between the proposed 5.33% COLA and the 6.56% COLA in the adopted State Budget (6.56% <5.33%>=1.23% x 80%=.984%+4.53%=5.51%).
- 3) 2023-2024: Salary Schedules will reflect an increase effective July 1, 2023 based on 85% of 3.61% COLA in January, 2022 proposed budget (equaling 3.068%) plus 80% of the

Board Approved: 7/21/22


 Mary E. Dawson, JD, Assoc. Sup. – Business Services

TOSA 231 DAVS (12 Month) SALARY SCHEDULE Effective 2022-23					
	BA+IS ANNUAL SALARY	BA+30 ANNUAL SALARY	MA/ BA+45 ANNUAL SALARY	MA+ 15/ BA+GO ANNUAL SALARY	MA+30/ BA+75 ANNUAL SALARY
STEP	A	B	C	D	E
1	\$ 68,620	\$ 71,551	\$ 74,485	\$ 76,297	\$ 78,112
2	\$ 71,290	\$ 74,185	\$ 77,081	\$ 79,220	\$ 81,362
3	\$ 73,961	\$ 76,817	\$ 79,674	\$ 82,142	\$ 84,611
4	\$ 76,632	\$ 79,448	\$ 82,266	\$ 85,061	\$ 87,860
5	\$ 79,300	\$ 81,734	\$ 84,167	\$ 87,586	\$ 91,001
6	\$ 81,994	\$ 84,719	\$ 87,447	\$ 90,981	\$ 94,515
7	\$ 84,684	\$ 87,705	\$ 90,725	\$ 94,379	\$ 98,031
8	\$ 87,376	\$ 90,689	\$ 94,004	\$ 97,777	\$ 101,547
9	\$ 90,069	\$ 93,674	\$ 97,283	\$ 101,171	\$ 105,062
10		\$ 98,251	\$ 100,436	\$ 104,433	\$ 108,431
11			\$ 101,495	\$ 106,590	\$ 111,683
12				\$ 113,842	\$ 114,940
13					\$ 118,193
14					
15	\$ 94,592	\$ 100,148	\$ 105,702	\$ 115,138	\$ 124,575
16					
17					
18	\$ 94,977	\$ 100,702	\$ 106,428	\$ 117,404	\$ 128,378
19					
20	\$ 95,361	\$ 101,258	\$ 107,153	\$ 119,668	\$ 132,183
21					
22					
23	\$ 95,540	\$ 101,596	\$ 107,655	\$ 121,417	\$ 135,178
24					
25	\$ 95,717	\$ 101,935	\$ 108,155	\$ 123,165	\$ 138,174
28	\$ 96,010	\$ 102,305	\$ 108,641	\$ 124,385	\$ 140,174
30	\$ 96,305	\$ 102,669	\$ 109,035	\$ 125,607	\$ 142,177
33	\$ 96,421	\$ 102,791	\$ 109,162	\$ 126,105	\$ 143,047
35	\$ 96,536	\$ 102,912	\$ 109,288	\$ 126,601	\$ 143,913
MASTER AND/OR DOCTORATE STIPEND \$1,133					

Notes:

- 1) Based upon 21-22 Certificated Base Salary Schedule
- 2) 2022-2023: 5.51% increase effective July 1, 2022. Based on 85% of 5.33% COLA in January proposed budget (equaling 4.53%) plus 80% of difference between the proposed 5.33% COLA and the 6.56% COLA in the adopted State Budget (6.56% <S.33%>=1.23% x 80%=.984%+4.53% =5.51%).
- 3) 2023-2024: Salary Schedules will reflect an increase effective July 1, 2023 based on 85% of 3.61% COLA in January, 2022 proposed budget (equaling 3.068%) plus 80% of the difference between the proposed 3.61% COLA and the actual COLA in the adopted State Budget. For example: if the final funded COLA received by the District is 5.38% (3.61%<5.38%>=1.77% x 80% = 1.416%+3.068=4.48%)

Board Approved: 7/21/22


Mary E. Dawson, JD, Assoc. Sup. – Business Services

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT
 CERTIFICATED SPECIALIST (PSYCHOLOGIST/PSYCH SPECIALIST/SPEECH LANGUAGE PATHOLOGIST
 SALARY SCHEDULE 2022-23
EFFECTIVE 07/01/22

		1	2	3	4	5	6	8	12	16	20+
Per Diem Rate	Days	\$512.46	\$523.48	\$533.39	\$ 543.24	\$ 553.16	\$ 563.08	\$ 567.71	\$ 588.42	\$ 607.33	\$ 623.55
Speech Language Pathologist/ Nurse	185	\$94,805	\$ 96,844	\$ 98,677	\$100,499	\$102,335	\$104,170	\$105,026	\$108,858	\$112,356	\$115,357
Psychologist	193	\$98,905	\$101,032	\$102,944	\$104,845	\$106,760	\$108,674	\$109,568	\$113,565	\$117,215	\$120,345
Nurse	195	\$99,930	\$102,079	\$104,011	\$105,932	\$107,866	\$109,800	\$110,703	\$114,742	\$118,429	\$121,592
Psychologist Specialist I/ Psvchologist Specialist II	205	\$105,054	\$107,313	\$109,345	\$111,364	\$113,398	\$115,431	\$116,381	\$120,626	\$124,503	\$127,828
Psychologist Specialist II	213	\$109,154	\$111,501	\$113,612	\$115,710	\$117,823	\$119,936	\$120,922	\$125,333	\$129,361	\$132,816

Longevity

Upon commencement of years 12, 16, and 20 years of service, up to 10 of which may have been served outside ofNMCUSD.

Notes:

- 1) Based upon 2021-22 Psychologist/Nurse/Speech & Language Pathologist Salmy Schedule
- 2) 2022-2023: 5.51% increase effective July 1, 2022. Based on 85% of 5.33% COLA in January proposed budget (equaling 4.53%) plus 80% of difference between the proposed 5.33% COLA and the 6.56% COLA in the adopted State Budget (6.56% <5.33%>=1.23% x 80%=.984%+4.53%=5.51%).
- 3) 2023-2024: Salary Schedules will reflect an increase effective July I, 2023 based on 85% of3.61% COLA in January, 2022 proposed budget (equaling 3.068%) plus 80% of the difference between the proposed 3.61% COLA and the actual COLA in the adopted State Budget. For example: if the final funded COLA received by the District is 5.38% (3.61% <5.38%>=1.77% x 80% = 1.416%+3.068=4.48%)

Board Approved: 7/21/2022



 Mary E. Dawson, JD, Associate Superintendent – Business Services

Hours, CEUs, Contact Hours Conversion Chart

Semester	Quarter	CEUs	Contact Hours
1/3	0.5	1	10.0
2/3	1.0	2	20.0
1	1.5	3	30.0
1 1/3	2.0	4	40.0
1 2/3	2.5	5	50.0
2	3.0	6	60.0
2 1/3	3.5	7	70.0
2 2/3	4.0	8	80.0
3	4.5	9	90.0
3 1/3	5.0	10	100.0
3 2/3	5.5	11	110.0
4	6.0	12	120.0
4 1/3	6.5	13	130.0
4 2/3	7.0	14	140.0
5	7.5	15	150.0
5 1/3	8.0	16	160.0
5 2/3	8.5	17	170.0
6	9.0	18	180.0

EXTRA DUTY PAY

(effective July 1, 2016)

For each extra duty, a job description is written. In addition to regular salary, each unit member, if assigned to the extra duty, will receive the additional pay as described below:

*(*Not all stipends are utilized in any given year, based upon need for the additional duty.)*

<u>District</u>	<u>Stipend</u>	<u>High School</u>	<u>Stipend</u>
District Assistant to Band Directors	\$4,000	AVID Coordinator	\$2,500
Induction Coach	\$2,000	Band Director	\$3,300
New Teacher Support Coach	\$1,200	Choir Director	\$1,800
Teacher in Charge	\$3,500	Class Advisor	\$500
Elementary	Stipend	Co-Curricular Activities Advisor	\$1,800
Band Director	\$800	Colorguard	\$1,800
Choir Director	\$400	CTE Student Leadership Advisor	\$1,000
Co-Curricular Activities Advisor	\$400	Extra Curricular Advisor	\$1,000
Drama - Lead Teacher	\$400	Instructional Leader	\$2,500
Extra Curricular Advisor	\$400	Jazz Band Director	\$1,800
Instructional Leader	\$1,500	Lead Teacher Trip Coordinator (Non-school days)	\$800
Lead Teacher Trip Coordinator (Non-school days)	\$800	Lead Teacher Trip Coordinator (School days)	\$500
Lead Teacher Trip Coordinator (School days)	\$500	Lead Teacher Trip Supervisor (Non-school days)	\$200
Lead Teacher Trip Supervisor (Non-school days)	\$200	Lead Teacher Trip Supervisor (School days)	\$100
Lead Teacher Trip Supervisor (School days)	\$100	Link Crew - Lead Teacher	\$2,500
Speech/Debate	\$400	MESA Coordinator	\$2,500
Student Leadership - Lead Teacher	\$1,000	MESA Support Teacher	\$800
Yearbook - Lead Teacher (w/Student Leadership - w/o Student Leadership)	\$1000 - \$500	Yearbook - Lead Teacher	\$1,800
Middle School	Stipend	High School - Athletics	Stipend
Activities - Lead Teacher	\$3,100	Football --Varsity	\$4,200
AVID Coordinator	\$2,500	Football -- Asst Varsity & Head JV	\$3,200
Band Director	\$1,600	Football -- Asst JV & Head Frosh & Asst Frosh	\$3,000
Choir Director	\$1,200	X-Country -- Head Boys & Head Girls	\$3,400
Co-Curricular Activities Advisor	\$800	Volleyball -- Varsity	\$3,800
Colorguard	\$1,200	Volleyball -- JV & Frosh	\$2,900
CTE Student Leadership Advisor	\$500	Soccer -- Varsity Boys & Girls	\$3,600
Drama - Lead Teacher	\$1,100	Soccer -- JV Boys & Girls	\$2,700
Extra Curricular Advisor	\$800	Wrestling -- Varsity CoEd	\$3,900
Instructional Leader	\$2,000	Wrestling -- JV CoEd	\$2,900
Lead Teacher Trip Coordinator (Non-school days)	\$800	Basketball -- Varsity Boys & Girls	\$4,000
Lead Teacher Trip Coordinator (School days)	\$500	Basketball -- JV & Frosh Boys & Girls	\$2,900
Lead Teacher Trip Supervisor (Non-school days)	\$200	Baseball -- Varsity	\$3,800
Lead Teacher Trip Supervisor (School days)	\$100	Baseball -- JV	\$2,800
MESA Coordinator	\$2,500	Softball -- Varsity	\$3,800
MESA Support Teacher	\$800	Softball -- JV	\$2,800
Speech/Debate	\$800	Track -- Varsity Boys & Girls	\$3,900
WEB Crew - Lead Teacher	\$1,500	Track -- Asst Coach Both	\$2,800
Yearbook - Lead Teacher	\$1,100	Golf -- Head Boys & Girls	\$3,100
Middle School - Athletics	Stipend	Cheerleading --CoEd (Varsity)	\$1,800
Volleyball 7th & 8th Girls	\$1,100	Cheerleading --CoEd (JV)	\$1,200
Soccer 7th & 8th Boys	\$1,100	Assistant Athletic Director - HS (per season)	\$2,500
Wrestling Head	\$1,100	Athletic Trainer (per year)	\$3,000
Wrestling Asst	\$700		
Basketball 7th Boys & Girls; 8th Boys & Girls	\$1,100		
Track -- Head CoEd	\$1,100		
Track -- Asst CoEd	\$700		
X-Country -- Head CoEd	\$1,100		
Golf -- Boys & Girls	\$1,100	Teachers Doing Hourly Work	\$32.40
Athletic Director - MS (Summer/Fall & Winter/Spring)	\$2,300	Teachers Subbing on Prep (MS/HS only)	\$50.00

Certificated Maximum District Monthly Contribution

Employee Only	\$661.38
Employee + One Dep.	\$1,180.69
Employee + 2 or more Dep.	\$1,309.69

3 Tier
Oct 2021 -
Sep 2022

Rates for Monterey County and Nation wide

PPO PLAN TB	Employee Only	EE+ 1	Full Family
Medical	\$988.00	\$1,976.00	\$2,569.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$1,046.53	\$2,082.49	\$2,723.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$385.15	\$901.80	\$1,414.29

PPO PLAN 4B	Employee Only	EE+ 1	Full Family
Medical	\$876.00	\$1,752.00	\$2,278.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$934.53	\$1,858.49	\$2,432.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$273.15	\$677.80	\$1,123.29

PPO PLAN 6B	Employee Only	EE+ 1	Full Family
Medical	\$806.00	\$1,612.00	\$2,096.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$864.53	\$1,718.49	\$2,250.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$203.15	\$537.80	\$941.29

PPO PLAN 9B	Employee Only	EE+ 1	Full Family
Medical	\$650.00	\$1,300.00	\$1,690.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$708.53	\$1,406.49	\$1,844.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$47.15	\$225.80	\$535.29

HDHP 2	Employee Only	EE+ 1	Full Family
Medical	\$494.00	\$988.00	\$1,284.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$552.53	\$1,094.49	\$1,438.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$0.00	\$0.00	\$129.29

Bronze Plan	Employee Only	EE+ 1	Full Family
Medical	\$455.00	\$910.00	\$1,183.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$513.53	\$1,016.49	\$1,337.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$0.00	\$0.00	\$28.29

Wellness RX-C	Employee Only	EE+ 1	Full Family
Medical	\$817.00	\$1,634.00	\$2,125.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$875.53	\$1,740.49	\$2,279.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$214.15	\$559.80	\$970.29

Rates for Santa Cruz County & the HMO Plans in Zip Codes 95076,95077

11 Month Rates

EE \$	420.16
E1 \$	983.78
FF \$	1,542.86

HMO Plan 1	Employee Only	EE+ 1	Full Family
Medical	\$1,110.00	\$2,205.00	\$2,862.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$1,168.53	\$2,311.49	\$3,016.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$507.15	\$1,130.80	\$1,707.29

11 Month Rates

EE \$	553.25
E1 \$	1,233.60
FF \$	1,862.50

EE \$	297.98
E1 \$	739.42
FF \$	1,225.41

HMO Plan 2	Employee Only	EE+ 1	Full Family
Medical	\$1,084.00	\$2,153.00	\$2,794.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$1,142.53	\$2,259.49	\$2,948.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$481.15	\$1,078.80	\$1,639.29

EE \$	524.89
E1 \$	1,176.87
FF \$	1,788.32

EE \$	221.62
E1 \$	586.69
FF \$	1,026.86

HMO Bronze	Employee Only	EE+ 1	Full Family
Medical	\$978.00	\$1,938.00	\$2,514.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$1,036.53	\$2,044.49	\$2,668.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$375.15	\$863.80	\$1,359.29

EE \$	409.25
E1 \$	942.33
FF \$	1,482.86

Rates for Santa Clara County, San Jose area

EE \$	51.44
E1 \$	246.33
FF \$	583.95

Kaiser Plan 2	Employee Only	EE+ 1	Full Family
Medical	\$1,087.00	\$1,868.00	\$2,356.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$1,145.53	\$1,974.49	\$2,510.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$484.15	\$793.80	\$1,201.29

EE \$	528.16
E1 \$	865.96
FF \$	1,310.50

EE \$	-
E1 \$	-
FF \$	141.04

Kaiser Plan 3	Employee Only	EE+ 1	Full Family
Medical	\$1,073.00	\$1,844.00	\$2,325.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$1,131.53	\$1,950.49	\$2,479.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$470.15	\$769.80	\$1,170.29

EE \$	512.89
E1 \$	839.78
FF \$	1,276.68

EE \$	-
E1 \$	-
FF \$	30.86

Kaiser Plan 5	Employee Only	EE+ 1	Full Family
Medical	\$1,043.00	\$1,792.00	\$2,261.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$1,101.53	\$1,898.49	\$2,415.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$440.15	\$717.80	\$1,106.29

EE \$	480.16
E1 \$	783.05
FF \$	1,206.86

EE \$	233.62
E1 \$	610.69
FF \$	1,058.50

Kaiser Bronze	Employee Only	EE+ 1	Full Family
Medical	\$601.00	\$1,032.00	\$1,302.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$659.53	\$1,138.49	\$1,456.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$0.00	\$0.00	\$147.29

EE \$	-
E1 \$	-
FF \$	160.68

Kaiser Wellness	Employee Only	EE+ 1	Full Family
Medical	\$857.00	\$1,473.00	\$1,858.00
Dental	\$48.59	\$88.02	\$126.54
Vision	\$9.94	\$18.47	\$28.44
Total	\$915.53	\$1,579.49	\$2,012.98
District Pays	\$661.38	\$1,180.69	\$1,309.69
Employee Pays	\$254.15	\$398.80	\$703.29

EE \$	277.25
E1 \$	435.05
FF \$	767.23

Certificated		Maximum District Monthly Contribution
Employee Only		\$661.38)
Employee + One Dep.		\$1,180.69)
Employee + 2 or more Dep.		\$1,309.69)

Rates for Monterey County and Nationwide

PPO PLAN 1B	Employee Only	EE+ 1	Full Family
Medical	\$1,023.00)	\$2,046.00)	\$2,659.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$1,079.10)	\$2,148.09)	\$2,807.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$417.72)	\$967.40)	\$1,497.95)

11 Month Rates
 EE (\$) 455.69
 E1 (\$) 1,055.35
 FF (\$) 1,634.13

PPO PLAN 4B	Employee Only	EE+ 1	Full Family
Medical	\$907.00)	\$1,814.00)	\$2,358.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$963.10)	\$1,918.09)	\$2,506.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$301.72)	\$735.40)	\$1,196.95)

EE (\$) 329.15
 E1 (\$) 802.25
 FF (\$) 1,305.76

PPO PLAN 6B	Employee Only	EE+ 1	Full Family
Medical	\$835.00)	\$1,670.00)	\$2,171.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$891.10)	\$1,772.09)	\$2,319.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$229.72)	\$591.40)	\$1,009.95)

EE (\$) 250.60
 E1 (\$) 645.16
 FF (\$) 1,101.76

PPO PLAN 9B	Employee Only	EE+ 1	Full Family
Medical	\$673.00)	\$1,346.00)	\$1,749.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$729.10)	\$1,448.09)	\$1,897.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$67.72)	\$267.40)	\$587.95)

EE (\$) 73.88
 E1 (\$) 291.71
 FF (\$) 641.40

HDHP 2	Employee Only	EE+ 1	Full Family
Medical	\$512.00)	\$1,024.00)	\$1,331.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$568.10)	\$1,126.09)	\$1,479.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$0.00)	\$0.00)	\$169.95)

EE (\$) -)
 E1 (\$) -)
 FF (\$) 185.40

Bronze Plan	Employee Only	EE+ 1	Full Family
Medical	\$470.00)	\$940.00)	\$1,222.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$526.10)	\$1,042.09)	\$1,370.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$0.00)	\$0.00)	\$60.95)

EE (\$) -)
 E1 (\$) -)
 FF (\$) 66.49

Wellness RX-C	Employee Only	EE+ 1	Full Family
Medical	\$846.00)	\$1,692.00)	\$2,199.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$902.10)	\$1,794.09)	\$2,347.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$240.72)	\$613.40)	\$1,037.95)

EE (\$) 262.60
 E1 (\$) 669.16
 FF (\$) 1,132.31

Rates for Santa Cruz County & the HMO Plans in Zip Codes 95076,95077

HMO Plan 1	Employee Only	EE+ 1	Full Family
Medical	\$1,177.00)	\$2,336.00)	\$3,032.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$1,233.10)	\$2,438.09)	\$3,108.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$571.72)	\$1,257.40)	\$1,870.95)

11 Month Rates
 EE (\$) 623.69
 E1 (\$) 1,371.71
 FF (\$) 2,041.04

HMO Plan 2	Employee Only	EE+ 1	Full Family
Medical	\$1,149.00)	\$2,281.00)	\$2,960.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$1,205.10)	\$2,383.09)	\$3,108.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$543.72)	\$1,202.40)	\$1,798.95)

EE (\$) 593.15
 E1 (\$) 1,311.71
 FF (\$) 1,962.49

HMO Bronze	Employee Only	EE+ 1	Full Family
Medical	\$1,036.00)	\$2,053.00)	\$2,664.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$1,092.10)	\$2,155.09)	\$2,812.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$430.72)	\$974.40)	\$1,502.95)

EE (\$) 469.88
 E1 (\$) 1,062.98
 FF (\$) 1,639.58

Rates for Santa Clara County, San Jose area

Kaiser Plan 2	Employee Only	EE+ 1	Full Family
Medical	\$1,142.00)	\$1,962.00)	\$2,474.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$1,198.10)	\$2,064.09)	\$2,622.64)
District Pays	\$661.38)	\$1,309.69)	\$1,309.69)
Employee Pays	\$536.72)	\$883.40)	\$1,312.95)

EE (\$) 585.51
 E1 (\$) 963.71
 FF (\$) 1,432.31

Kaiser Plan 3	Employee Only	EE+ 1	Full Family
Medical	\$1,127.00)	\$1,937.00)	\$2,442.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$1,183.10)	\$2,039.09)	\$2,590.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$521.72)	\$858.40)	\$1,280.95)

EE (\$) 569.15
 E1 (\$) 936.44
 FF (\$) 1,397.40

Kaiser Plan 5	Employee Only	EE+ 1	Full Family
Medical	\$1,096.00)	\$1,882.00)	\$2,375.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$1,152.10)	\$1,984.09)	\$2,523.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$490.72)	\$803.40)	\$1,213.95)

EE (\$) 535.33
 E1 (\$) 876.44
 FF (\$) 1,324.31

Kaiser Bronze	Employee Only	EE+ 1	Full Family
Medical	\$632.00)	\$1,084.00)	\$1,368.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$688.10)	\$1,186.09)	\$1,516.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$26.72)	\$5.40)	\$206.95)

EE (\$) 29.15
 E1 (\$) 5.89
 FF (\$) 225.76

Kaiser Wellness	Employee Only	EE+ 1	Full Family
Medical	\$900.00)	\$1,547.00)	\$1,951.00)
Dental	\$46.16)	\$83.62)	\$120.20)
Vision	\$9.94)	\$18.47)	\$28.44)
Total	\$956.10)	\$1,649.09)	\$2,099.64)
District Pays	\$661.38)	\$1,180.69)	\$1,309.69)
Employee Pays	\$294.72)	\$468.40)	\$789.95)

EE (\$) 321.51
 E1 (\$) 510.98
 FF (\$) 861.76

North Monterey County Unified School District Evaluation Tool Packet

Please note: Failure to meet the Cycle timelines results in an automatic “Meets Standards” rating for that cycle. Evaluator keeps the original Evaluation Tool Packet and provides applicable copies to employee following each Cycle.

The Evaluation Process

- Employee formulates two focus areas based on the California Standards for the Teaching Profession (CSTPs), or appropriate State or National Standards for non-classroom teachers, using the “Focus Area #1 and #2 for ____Year” forms, and submits the two forms to the assigned evaluator no later than two full work days before the meeting with the assigned evaluator. They meet, discuss, and finalize the Focus Area Forms. This meeting must occur no later than September 30 (Probationary and PPP) or October 15 (Permanent On Cycle). *(Please, keep a copy of the form for your use throughout the school year.)*
To participate in the Professional Partners Program (PPP) as an alternative to the regular evaluation process, a teacher must: a) be a permanent employee of the district, b) have received satisfactory evaluations for the three previous evaluation cycles, c) agree to participate in the PPP and meet all of its requirements, d) notify supervisor of intent to participate within 3 days of the Informational Meeting, and e) have supervisor approval. (per Article XV. M. in NMCFT Contract)
- A Cycle* occurs. A minimum of one cycle must occur for permanent employees and a minimum of two cycles must occur for non-permanent employees. If more than one cycle occurs, then all components of the cycle are repeated for each instance.
- If “Does Not Meet Standards” occurs, then the evaluation process must continue.
- If “Making Progress Toward Standards” occurs, then the evaluation process must continue.
- If “Meets Standards” occurs for permanent employees, then additional cycles are *not* required. A permanent employee may request to proceed with additional cycles, if “Meets Standards” occurs during the previous cycle.
- For PPP, an employee completes the “Employee Reflection on Learning Experience” section of the “Summative Evaluation” form and submits the form to the evaluator no later than April 15. A scheduled Final Meeting regarding the “Summative Evaluation” form must be completed 30 calendar days before the last day of the employee’s work year indicating overall evaluation result for the school year.

***A Cycle includes:**

- 1) A pre-observation conference:
 - a. is required for Non-Permanent Employees on the first Cycle and optional for all Cycles thereafter.
 - b. is optional for Permanent Employees during all Cycles.
- 2) Formal observation of the employee by the evaluator for no fewer than 40 consecutive minutes, and:
 - a. is scheduled for Non-Permanent Employees on the first Cycle and optional (by decision of the Non-Permanent Employee) for all Cycles thereafter.
 - b. may be scheduled (by decision of the Permanent Employee) for Permanent Employees on all Cycles; otherwise, all formal observations are unannounced.
- 3) Evaluator writes and labels a see-and-hear script of the observation (to be attached to the “Formal Observation with Feedback” form).
- 4) Evaluator completes a “Formal Observation with Feedback” form for each cycle.
- 5) Evaluator provides to the employee a copy of see-and-hear script and a copy of the “Formal Observation with Feedback” form within 5 work days of the observation.
- 6) All Non-Permanent Employees are required to have the post-conference within 5 working days of the observation. Permanent Employees are not required, but may request, to have a post-conference meeting to discuss the observation and related feedback.
- 7) After the post-observation conference, the evaluator completes the “Evaluator’s Narrative Feedback” section regarding the observation and any feedback within the cycle and includes next steps (if necessary) in writing and returns to the employee the “Formal Observation with Feedback” form with attached see-and-hear script within 5 working days of the post-observation conference (or within 10 days if no conference is requested by a Permanent Employee).
- 8) Upon receipt of the updated “Formal Observation with Feedback” form, the employee has the option to write comments in the “Employee’s Narrative Feedback” section and return the form to the evaluator within 10 work days of receiving the form from the evaluator.

Activity	Probationary On Cycle	Permanent On Cycle	PPP
Certificated employee informed of the evaluation cycle, status, and will participate in an Informational Meeting in a large group for all “On Cycle” employees.	By the End of the 2 nd full week of school.	By the End of the 2 nd full week of school.	By the End of the 2 nd full week of school.
Express intent to participate in PPP to site administrator		Within 3 work days of the Informational Meeting	Within 3 work days of the Informational Meeting
Certificated employee informed of evaluator	By September 1	By September 1	PPP response within 7 work days of Informational Meeting
Certificated employee drafts focus areas, submits forms, and meets with administrator.	By September 30	By October 15	By September 30 and must include the administrative evaluator
Cycle 1 Complete	By October 30	By one week before winter break	By one week before winter break
Cycle 2 Complete	By January 15	By February 15(if required)	By February 15
Cycle 3 Complete (PPP – Reflection and Formal Observation with Feedback forms)	By March 1	By April 15 (if required)	Reflection and Formal Observation with Feedback forms to evaluator By April 15
Final Meeting – Summary Evaluation	At least 30 calendar days before the last day of the employee’s work year	At least 30 calendar days before the last day of the employee’s work year	At least 30 calendar days before the last day of the employee’s work year and will include the evaluator and partner

NMCUSD
Certificated Non-Permanent Employee
 Evaluation Timeline

Employee _____ Grade/Subject _____

Evaluator _____ School Year _____

ACTIVITY	DEADLINES	SIGNATURES
Certificated employee informed of the evaluation cycle, status, and will participate in an Informational Meeting in a large group for all "On Cycle" employees	By the End of the 2 nd full week of school Date _____	Employee _____
Certificated employee informed of evaluator	By September 1 Date _____	Employee _____
Certificated employee drafts focus areas, submits forms, and meets with administrator	By September 30 Date _____	Employee _____ Evaluator _____
Cycle 1 Complete (Required)	By October 30 Date _____	Employee _____ Evaluator _____
Cycle 2 Complete (Required) (Classroom Teachers shall not be formally observed during last week before Winter Break)	By January 15 Date _____	Employee _____ Evaluator _____
Cycle 3 Complete (Required if "Does Not Meet Standard" or "Making Progress Toward Standard" on Cycle 2)	By March 1 Date _____	Employee _____ Evaluator _____
Final Meeting – Summary Evaluation	At least 30 calendar days before the last day of the employee's work year Date _____	Employee _____ Evaluator _____

NMCUSD
Certificated Permanent Employee

Employee _____ Grade/Subject _____

Evaluator _____ School Year _____

ACTIVITY	DEADLINES for PERMANENT ON CYCLE	SIGNATURES
Certificated employee informed of the evaluation cycle, status, and will participate in an Informational Meeting in a large group for all "On Cycle" employees	By the End of the 2 nd full week of school Date _____	Employee _____
Certificated employee informed of evaluator	By September 1 Date _____	Employee _____ Evaluator _____
Certificated employee drafts focus areas, submits forms, and meets with evaluator	By October 15 Date _____	Employee _____ Evaluator _____
Cycle 1 Complete (Required)	By one week before winter break Date _____	Employee _____ Evaluator _____
Cycle 2 Complete (Required if "Does Not Meet Standard" or "Making Progress Toward Standard" on Cycle 1) <i>*Classroom Teachers shall not be formally observed during last week before Winter Break</i>	By February 15 Date _____	Employee _____ Evaluator _____
Cycle 3 Complete (Required if "Does Not Meet Standard" or "Making Progress Toward Standard" on Cycle 2)	By April 15 Date _____	Employee _____ Evaluator _____
Final Meeting – Summary Evaluation	At least 30 calendar days before the last day of the employee's work year Date _____	Employee _____ Evaluator _____

NMCUSD
Certificated Permanent Employee
Professional Partner Program Evaluation Timeline

Employee _____ Grade/Subject _____

Evaluator _____ School Year _____

Professional Partner _____

ACTIVITY	DEADLINES for PPP	SIGNATURES
Certificated employee informed of the evaluation cycle, status, and will participate in an Informational Meeting in a large group for all "On Cycle" employees	By the End of the 2 nd full week of school Date _____	Employee _____
Express intent to participate in PPP to site administrator	Within 3 work days of the Informational Meeting Date _____	Employee _____ Partner _____
Certificated employee informed of evaluator	PPP response within 7 work days of Informational Meeting Date _____	Employee _____ Evaluator _____ Partner _____
Certificated employee drafts focus areas, submits forms, and meets with administrator	By September 30 Date _____	Employee _____ Evaluator _____ Partner _____
Cycle 1 Complete (Required)	By one week before winter break Date _____	Employee _____ Evaluator _____ Partner _____ <i>(PPP optional)</i>
Cycle 2 Complete (Required)	By February 15 Date _____	Employee _____ Evaluator _____ Partner _____ <i>(PPP optional)</i>
Reflection and Formal Observation with Feedback forms	To evaluator by April 15 Date _____	Employee _____ Partner _____
Final Meeting – Summary Evaluation	At least 30 calendar days before the last day of the employee's work year and will include the evaluator and partner Date _____	Employee _____ Evaluator _____ Partner _____

Focus Area #1 for _____ Year

Employee _____ Grade/Subject _____

Evaluator _____ Professional Partner _____
(if applicable)

Focus Area #1

Criteria to Demonstrate Evidence and Progress

Focus Area #1 - Demonstrated Evidence and Progress

Focus Area #1 – Next Steps

Focus Area #2 for _____ Year

Employee _____ Grade/Subject _____

Evaluator _____ Professional Partner _____
(if applicable)

Focus Area #2

Criteria to Demonstrate Evidence and Progress

Focus Area #2 - Demonstrated Evidence and Progress

Focus Area #2 – Next Steps

FORMAL OBSERVATION WITH FEEDBACK

Cycle # _____

Employee: _____ Evaluator/Partner: _____

School: _____ School Year: _____ Grade Level/Subject: _____

Check one: Non-Permanent Permanent Professional Partners

Date of Observation _____ Date of Post Observation (if applicable): _____
 Summary of "See-and-Hear" Script from Observation (attach script):

EVALUATOR'S NARRATIVE FEEDBACK: Date Received _____

Other Comments:

Employee On Cycle (Evaluator checks the appropriate rating and next step in the process):
 Meets Standards Making Progress Toward Standards Does Not Meet Standards

Cycle continues Y/N

EMPLOYEE'S NARRATIVE FEEDBACK (OPTIONAL): Date Received _____ Evaluator Initials _____

Other Comments:

_____	_____	_____	_____
Employee	Date	Evaluator	Date

Professional Partner

Date

SUMMATIVE EVALUATION

Final Conference Date _____

EMPLOYEE _____

EVALUATOR _____

PROFESSIONAL PARTNER _____

EMPLOYEE REFLECTION ON LEARNING EXPERIENCE *(Required by Professional Partner Program)*

EVALUATOR'S SUMMATIVE COMMENDATIONS AND RECOMMENDATIONS:

Overall Comments:

Final Rating by Evaluator: • Satisfactory • Unsatisfactory - Improvement Plan Attached
(On Cycle for Subsequent Year)

Evaluator Signature: _____ Date: _____

Professional Partners Signature: _____ Date: _____

Employee Signature: _____ Date: _____

(Employee signature does not necessarily indicate agreement with the final rating, only receipt of the documents. An employee may submit a written statement which will be attached to the evaluation in the Personnel File within 10 work days.)

North Monterey County Unified School District
Improvement Plan

Employee _____

Grade/Subject: _____

School: _____

School Year: _____

The purpose of the Improvement Plan is to provide assistance and support to a permanent employee who received an “Unsatisfactory” on his/her Summative Evaluation at the end of the evaluation process. The evaluator and employee jointly develop this Improvement Plan. This plan is intended to assist the employee in meeting the California Standards for the Teaching Profession as follows, or appropriate State or National Standards for non-classroom employees:

- Engaging and Supporting All Students in Learning
- Creating and Maintaining Effective Environments for Student Learning
- Understanding and Organizing Subject Matter for Student Learning
- Planning Instruction and Designing Learning Experiences for All Students
- Assessing Students for Learning
- Developing as a Professional Educator

Identify Area(s) of Improvement according to CSTPs	Performance Goals	Strategies, Activities, & Timeline	Support Structures	Data Collection Method and Sources	Evidence of Progress

Employee Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Certificated Assignment Preferences

Form 22-23

Unit members shall have ten (10) work days to complete and return the google form to the Human Resources Department. This form can be updated at any time. This form covers two areas for which unit members indicate preference:

- 1) Positions at the unit members current school (current assignment or reassignment); and
- 2) Positions at a site other than the unit member's current school (transfer).

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

* Required

1. Email *

2. Email Address *

3. Last Name *

4. First Name *

5. Current Site *

Check all that apply.

- Castroville Elementary
- Echo Valley Elementary
- Elkhorn Elementary
- Prunedale Elementary
- NMC Middle School
- NMC High School
- Central Bay
- NMCCIS
- Special Services
- District Office

6. Current Assignment (Check all that apply) *

Check all that apply.

- TK
- Kinder
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4th Grade
- 5th Grade
- 6th Grade
- English/ELD
- Mathematics
- Science
- Social Science
- World Language
- P. E.
- SpEd - RSP
- SpEd - SDC
- Psychologist
- CTE
- Counselor
- TOSA
- SLP
- Other

Request for Current
Assignment, Reassignment,
and/or Transfer:

In order of priority, I request the following
current assignment, reassignment or transfer:

7. 1st Priority Assignment *

Check all that apply.

- TK
- Kinder
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4th Grade
- 5th Grade
- 6th Grade
- English/ELD
- Mathematics
- Science
- Social Science
- World Language
- P. E.
- SpEd – RSP
- SpEd – SDC
- Psychologist
- CTE
- Counselor
- TOSA
- SLP
- Other

8. 1st Priority Site *

Check all that apply.

- Castroville
- Echo Valley
- Elkhorn
- Prunedale
- NMC MS
- NMC HS
- Central Bay
- NMCCIS
- Special Services
- District Office

9. 2nd Priority Assignment

Check all that apply.

- TK
- Kinder
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4th Grade
- 5th Grade
- 6th Grade
- English/ELD
- Mathematics
- Science
- Social Science
- World Language
- P.E.
- SpEd - RSP
- SpEd - SDC
- Psychologist
- CTE
- Counselor
- TOSA
- SLP
- Other

10. 2nd Priority Site

Check all that apply.

- Castroville
- Echo Valley
- Elkhorn
- Prunedale
- NMC MS
- NMC HS
- Central Bay
- NMCCIS
- Special Services
- District Office

11. 3rd Priority Assignment

Check all that apply.

- TK
- Kinder
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4th Grade
- 5th Grade
- 6th Grade
- English/ELD
- Mathematics
- Science
- Social Science
- World Language
- P. E.
- SpEd - RSP
- SpEd - SDC
- Psychologist
- CTE
- Counselor
- TOSA
- SLP
- Other

12. 3rd Priority Site

Check all that apply.

- Castroville
- Echo Valley
- Elkhorn
- Prunedale
- NMC MS
- NMC HS
- Central Bay
- NMCCIS
- Special Services
- District Office
- Independent Study

13. 4th Priority Assignment

Check all that apply.

- TK
- Kinder
- 1st Grade
- 2nd Grade
- 3rd Grade
- 4th Grade
- 5th Grade
- 6th Grade
- English/ELD
- Mathematics
- Science
- Social Science
- World Language
- P. E.
- SpEd - RSP
- SpEd - SDC
- Psychologist
- CTE
- Counselor
- TOSA
- SLP
- Other

14. 4th Priority Site

Check all that apply.

- Castroville
- Echo Valley
- Elkhorn
- Prunedale
- NMC MS
- NMC HS
- Central Bay
- NMCCIS
- Special Services
- District Office

This content is neither created nor endorsed by Google.

Google Forms

TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District and
North Monterey County Federation of Teachers

April 7, 2022

ELEMENTARY TEACHER PREPARATION TIME
FOR THE 2022-2023 AND 2023-2024 SCHOOL YEARS

This Memorandum of Understanding (MOU) between the North Monterey County Unified School District (District) and the North Monterey County Federation of Teachers (Federation or NMCFT) sets forth mutually agreed upon terms and conditions under which elementary teachers will receive preparation time for the 2022-2023 **and 2023-2024** school year,

- I. **Definition:** Elementary teacher preparation time is used to decide how instruction will be delivered and may include individual planning and preparation, small group planning, grade-level planning, etc. to ensure implementation of the California State Standards and the incorporation of effective strategies to address, monitor and adjust student learning.

- II. **Allocation of Time:** Elementary grade teachers will receive preparation time and the opportunity to collaborate and plan with other teachers and support staff. This time is to be allocated as follows:
 - I. Approximately 45 minutes on two days each week and 30 minutes every Wednesday in accordance with the negotiated Agreement, Article XI (B) (5).
 2. Approximately 90 minutes of additional teacher-directed planning time each week. This time will be used by teachers to develop expanded and accelerated learning opportunities for literacy and math for each student within their classroom and, when necessary, to coordinate/update the opportunities and related progress monitoring with colleagues and support staff members providing each student with services.
 3. Four designated Wednesdays will be reserved for:
 - a. The first Wednesday of the school year shall be designated for elementary teacher preparation time.
 - b. The three other designated Wednesdays shall be for teacher preparation time related to the completion of report cards and updating of cum folders.

- III. This MOU is in effect only for the 2022-2023 **and 2023-2024** school year, subject to modification as set forth below in this paragraph, and thereafter automatically expires, with the understanding and agreement that the subject matter of this MOU shall be subject to negotiations as part of 2022 2023 2024-2025 ~~stteeesser eefttfe:et~~ reopener negotiations. Upon expiration of this MOU, the status quo regarding elementary preparation time shall revert to the provisions of the negotiated Agreement, Article XI (B) (5) unless the parties have reached a written agreement otherwise.
 1. The parties acknowledge there may be fundamental changes in the delivery of education due to the COVID-19 pandemic. Although modifications to the

instructional day if any, are unknown at the time of signing this MOU, the parties agree that the terms of this MOU may need to be altered due to statutory changes as well as governmental directives, guidelines and protocols.

2. In light of the above, upon either party's written request, this MOU shall be reopened for negotiations prior to or during the 2022-2023 **and 2023-2024** school year to address the foregoing potential changes.

NORTH MONTEREY COUNTY UNIFIED
SCHOOL DISTRICT

NORTH MONTEREY COUNTY
FEDERATION OF TEACHERS, LOCAL
4008, CFT, AFT, AFL-CIO

BY _____

Dated

\$/s)p.-

By _____

4-;-- I-----

Dated: _____

7/8/22

**TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District and
North Monterey County Federation of Teachers**

April 7, 2022

**ELEMENTARY GRADES 4-6 STAFFING FORMULA
FOR THE 2022-2023 AND 2023-2024 SCHOOL YEARS**

The District and the Federation agree to the following terms and conditions for implementing a staffing formula for the elementary (grades 4-6) for the 2022-2023 **and 2023-2024** school years__.

1. The provisions of this MOU supersede Article XIII Class Size for the 2022-2023 **and 2023-2024** school years insofar as it relates to the elementary 4-6 staffing formula for 2022-2023 **and 2023-2024** school years.
2. The staffing formula shall be calculated as follows: school site enrollment of grades 4-6 (excluding Special Day Class students) divided by 29.
3. Implementation of the foregoing formula is expressly dependent upon the following:
 - a. The staffing formula will be adjusted as needed, depending on the number of additional 4-6 grade students who actually enroll and attend (as compared to present projections) for the 2022-2023 **and 2023-2024** school year . Specifically, the 29 staffing formula will be adjusted upward ifthere are insufficient classrooms available at a specific elementary school, which could include the need to house unexpected additional enrollment in grades TK-3.
 - b. Implementation of the staffing formula may also be adjusted in order to minimize the creation of additional combination classes. This determination shall be made through meeting and conferring among the Principal, affected teachers and the NMCFT site representative.
 - c. Implementation of the staffing formula may also be adjusted to meet any requirements for the 2022-2023 **and 2023-2024** school year that impact staffing and/or classroom space that are unknown to the parties at this time.
4. This MOU is in effect only for the 2022-2023 **and 2023-2024** school year and thereafter automatically expires.

NORTH MONTEREY COUNTY
UNIFIED SCHOOL DISTRICT

NORTH MONTEREY COUNTY FEDERATION
OF TEACHERS, LOCAL 4008, CFT, AFT,
AFL-CIO

By 

By _____

Dated: 4/8/22

Dated: 1st / 8 / 22

**MEMORANDUM OF UNDERSTANDING BETWEEN
NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT AND
NORTH MONTEREY COUNTY FEDERATION OF TEACHERS**

CLASSROOM BUDGET

This Memorandum of Understanding (MOU) between the North Monterey County School District (District) and the North Monterey County Federation of Teachers sets forth the mutually agreed upon terms and conditions outlined as follows:

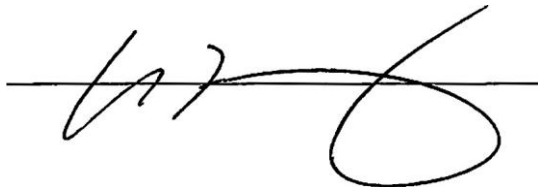
1. Every classroom and resource teacher will receive a classroom budget of \$500 (excluding copy budgets and electronic equipment and maintenance costs), the expenditure of which shall be according to criteria and procedures established at each site.
2. This MOU shall remain in effect until the parties negotiate otherwise.

Dated: e/0.../ .31 /2)1/p

Dated: _,_/2 ,+h-'-f' '-----

For NMCUSD

For NMCFT



MEMORANDUM OF UNDERSTANDING BETWEEN NORTH MONTEREY COUNTY UNIFIED
SCHOOL DISTRICT AND
NORTH MONTEREY COUNTY FEDERATION OF TEACHERS

NMCFT PRESIDENT RELEASE TIME FOR THE 2022-2023 SCHOOL YEAR

This Memorandum of Understanding (MOU) between the North Monterey County Unified School District (District) and the North Monterey County Federation of Teachers (Federation or NMCFT) sets forth the mutually agreed upon terms and conditions under which the Federation President shall be granted release time for the 2022-2023 school year as follows:

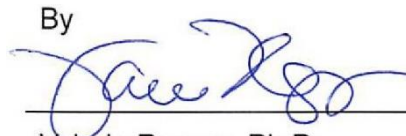
1. This MOU is entered into pursuant to and in conformance with Education Code section 44987 and all other applicable **laws**.
2. The Federation President shall be released 0.5 FTE from teaching duties in order to perform Federation-related responsibilities. The Federation President will teach an additional 0.5 FTE, for a total 1.0 FTE position from August 5, 2022 to June 2, 2023.
3. The District will invoice NMCFT quarterly in November, February, May, and issue a final billing statement of amounts owed plus any adjustments following the June 30, 2023 payroll. Pursuant to Education Code section 44987 subdivision (a), the Federation shall reimburse the District in the amount stated within ten (10) days of receipt of such invoices/billing statements.
4. Consistent with over two decades of past practice, the parties reaffirm that the intent of the release time provided herein is to serve the following purposes in working with the District:
 - Promoting cooperation between the bargaining unit and administration.
 - Resolving potential problems before they become confrontational.
 - Seeking win-win solutions in promoting labor peace.
 - Working with administrators and teachers to provide optimum learning environments for students.
 - Serving on district committees.
 - Assisting in the resolution of personnel issues.
 - Communicating teacher concerns and potential solutions.
 - Meeting with teachers.
 - Dedicating time at school sites.
 - Advocating for educational issues at the local and state levels.
5. The parties mutually acknowledge and agree that although this MOU affords the President release time from teaching duties, the President will continue to perform all other professional obligations as expected of any certificated employee of the District. In addition to normal attendance on the 185 days of the duty year, these include but are not limited to:
 - Attending the professional development/planning days within the 185 calendar, Open House, and Back to School Night.
 - The District will develop a schedule which will facilitate the attendance at staff meetings and/or collaboration activities, so long as there is no conflict with Federation required meetings.


- Being present on campus during the paid preparation period as identified in the initial schedule and agreed upon by both parties.
6. This MOU shall be effective for the 2022-2023 school year only and shall expire automatically on the date set forth in section 2 above. Release time for the Federation President subsequent to the expiration of this MOU, if any, shall be pursuant to a written MOU between the parties.
 7. The Federation will reimburse the District the dollar amount equal to 0.5 FTE of the President's actual salary, health and welfare benefits, and statutory payroll benefits for 185 days, from August 5, 2022 through and including June 2, 2023. The cost of the foregoing are subject to any negotiated or other increases:

	<u>Gross Salary</u>	<u>Statutory Benefits</u>	<u>H&WCag</u>	<u>Total</u>
1.0 FTE	\$106,009.20	\$26,469.44	\$15,716.28	\$148,194.92
0.5 FTE	\$53,004.60	\$13,234.72	\$7,858.14	\$74,097.46

By their signatures below, the parties agree not only to abide by the express terms of this MOU, but also to their underlying mutual interest in promoting a collaborative and constructive relationship between the District and the Federation.

By 
 Kari Knox
 NMCFT Vice President
 fffa/zz
 Date

By 
 Valerie Rogers, Ph.D.
 Senior Executive Director, Human Resources
 e5 (1/5 fde/
 Date

By 
 Kelly Moore
 NMCFT President
) r) 12-
 Date

**TENTATIVE AGREEMENTS BETWEEN
North Monterey County Unified School District and
North Monterey County Federation of Teachers, Local 4008, CFT, AFT, AFL-CIO
For the 2022-2023 and 2023-2024 School Years**

April 7, 2022

The provisions of the 2021-2022 through 2023-2024 negotiated Agreement between the District and the Federation shall remain in full force and effect except for the following modifications. All tentative agreements (TAs), and memoranda of understanding (MOUs) listed below are attached and incorporated into this Tentative Agreement.

- IV Non-Discrimination: TA 3/22/22
- XIV Reassignment & Transfer: TA 4/7/22
- XIX Health And Welfare Benefits: TA 4/7/22
- XXII Reopening of Negotiations: TA 4/7/22
- XXV Effective and Termination Dates: TA 4/7/22
- XXVITI Compensation: TA 4/7/22


MOUs

Elementary Teacher Preparation Time for the 2022-2023 and 2023-2024 School Years: 4/7/2022

Elementary Grades 4-6 Staffing Formula for the 2022-2023 and 2023-2024 School Years:
4/7/2022

NORTH MONTEREY COUNTY
UNIFIED SCHOOL DISTRICT

NORTH MONTEREY COUNTY
FEDERATION OF TEACHERS, LOCAL 4008,
CFT, AFT, AFL-CIO

By 

By _____

Dated: 4/8/22

Dated: ---Y-1--1-li;J-l-/-:;:2:~2;:llkC;:...

**TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District and
North Monterey County Federation of Teachers**

March 22, 2022

ARTICLE IV
NON-DISCRIMINATION

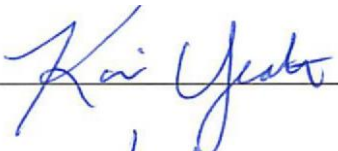
Membership or non-membership in any employee organization, racial or ethnic background, sex, age, physical handicap, color, educational origin, political affiliation, or marital status of any of the members shall not be a factor, unless authorized by law, in the application and enforcement of this Agreement.


The following protected categories shall not be a factor, unless authorized by law, in the application and enforcement of this Agreement:

- Race, color
- Ancestry, national origin
- Religion, creed
- Age (over 40)
- Disability, mental and physical
- Sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions)
- Sexual orientation
- Gender identity, gender expression
- Medical condition
- Genetic information
- Marital status
- Military and veteran status
- Political affiliation
- Membership or non-membership in an employee organization

NORTH MONTEREY COUNTY
UNIFIED SCHOOL DISTRICT

NORTH MONTEREY COUNTY
FEDERATION OF TEACHERS, LOCAL 4008,
CFT, AFT, AFL-CIO

By 
Dated: 4/8/22

By 
Dated: 4/11/22

**TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District and
North Monterey County Federation of Teachers**

April 7, 2022

**ARTICLE XIV
REASSIGNMENT AND TRANSFER**

A. General Provisions

- 1.** Unit members may be reassigned or transferred.
- 2.** Unit members shall be provided an opportunity each year to indicate a desire for change of assignment or transfer to another school in the District.
- 3.** By the end of the school year, unit members shall be notified of their tentative assignment for the following school year.
- 4.** No unit member shall be required to teach a subject for which he/she is not credentialed without the unit member's consent.
- 5.** Any unit member interested in reassignment or transfer shall indicate in writing.
- 6.** All changes in assignment and transfers shall be prioritized to occur in the following order:
 - Voluntary reassignment
 - Involuntary reassignment or transfer (to include deleted positions)
 - Voluntary transfer
- 7.** All transfers or reassignments under this Article, except for those made under section A.8 below, shall be predicated on the following criteria which are not listed in any priority order:
 - a. District-wide seniority;
 - b. Appropriate credential;
 - c. Program needs **(the following criteria •IPPIY to any reference to "program needsn in this Article):**
 - 1.** Program needs are based on District-wide programs and not exclusively the needs of a particular position or particular school. These needs shall be expressed in a written statement prepared by the principal in consultation with a Federation representative.
 - ii.** Program needs to be consistent with statutory requirements.
 - 111.** Program needs shall be posted with the job offer when publicized.
 - d. Where two (2) or more unit members have requested to be reassigned to the same position and qualifications are deemed to be equal, seniority shall determine which person shall receive the reassignment.

- e. When two (2) or more unit members have requested to be transferred to the same position and qualifications are deemed to be equal, seniority shall determine which person shall receive the transfer.
8. During the term of this Agreement, the Superintendent or designee, may affect an involuntary reassignment or transfer to maximize the attrition and reduce or eliminate the need for layoffs. Reassignments or transfers under this provision shall be considered temporary assignments, and vacancies due to attrition shall be considered vacancies at the end of the school year and then subject to regular transfer provisions.
9. If the District determines that there is a need for lay-offs, the District and the Federation shall negotiate those layoff procedures as required under law.
10. Pursuant to Ed. Code Section 35036(b) the District is prohibited from giving priority to a teacher who requests to be transferred over other qualified applicants if the transfer is made after **April** 15 prior to the year that the transfer would be effective. This legislation supersedes all contrary provisions in this Article.

If this legislation is rescinded or modified, the prior language shall become effective subject to meeting and negotiating any impact or effects of changes.

B. Definitions

1. **Vacancy:** An unfilled position created by retirement, resignation, termination, transfer, reassignment, expansion of program, increased enrollment, unpaid leaves of a year or more, or death.
2. **Reassignment:** The movement of an employee from department to department or from grade level to grade level at the same school.
3. **Transfer:** The movement of an employee from (1) site to another site. A transfer, which includes a change in department or grade level at another site, shall be referred to solely as a transfer and not a reassignment.
4. **Assignment Preferences Form:** This Form is emailed to all unit members each year on the first school (student attendance) day each year. A reminder to complete the initial Form shall be placed in the mailbox of each unit member. Unit members shall have ten (10) work days to complete and return by email the initial "Assignment Preference" Form to the Human Resources Department. New hires, hired mid-year, shall complete this Form as part of the hiring process. This Form can be updated at any time. This Form has two areas for which unit members indicate preference:
 - i. Positions at the unit member's current school (current assignment or reassignment); and

11. Positions at a site other than the unit member's current school (transfer).

The District and Federation shall negotiate the contents of the Assignment Preferences Form.

The Assignment Preferences Form is attached to this Agreement as Appendix E.

C. Vacancies-Voluntary Transfer and Reassignment

1. Current School Year Vacancies - These are positions which become vacant ten (10) days prior to the opening of school through the last instructional day of the same year.
 - a. For current school year vacancies, the District may employ unit members as needed without regard to posting requirements.
 - b. When a vacancy occurs during the school year, that position shall be offered as a reassignment to unit members at the school site who have indicated interest in the position on the Assignment Preference Form. Selection of the unit member to fill the vacancy shall be according to the criteria in sections A.6 and A.7 of this Article. If this does not result in the position being filled, that position shall be offered as a voluntary transfer to unit members who have indicated interest in the position on the Assignment Preferences Form. Any other vacancy occurring because of such voluntary transfer (or if the position is not filled through voluntary transfer) shall not be subject to the provisions of this section.
2. Following School Year Vacancies: These are positions which will be filled effective the next school year.
 - a. The principal shall implement voluntary reassignments within the school whenever vacancies occur, based on the Assignment Preferences Form and according to the criteria in sections-A.6 and A.7 of this Article. Prior to implementation, the principal shall inform and upon request meet with the Federation regarding implementation of this process.
 - b. After voluntary reassignments effective the next school year are made within that school, the Human Resources Department shall implement transfers for the resulting vacant position(s) based on the Assignment Preference Form and according to the criteria in section- A.6 and A.7 of this Article. The Human Resources Department shall provide the Federation with the list of resulting vacancies to be filled through the transfer process.

3. If a unit member's request for reassignment or transfer has been denied, upon request, reasons for denial shall be delivered in writing to the unit member within five (5) work days.
4. In the determination of requests for voluntary reassignment or transfer, the requests of the individual unit member according to the criteria in sections A-:6- **and** A.7 of this Article, shall be honored to the extent that the reassignment or transfer does not conflict with the program needs. No such request shall be denied arbitrarily, capriciously, or without basis in fact.

D. Involuntary Transfers and Reassignment:

- I. Unit members shall not be involuntarily transferred or reassigned arbitrarily, capriciously, or without rational basis in fact.
2. If there are vacancies remaining after completion of the voluntary reassignment and transfer process, and involuntary reassignments or transfers become necessary, they shall be made on the basis of least length of service in the District provided that the unit member meets the necessary program needs.
3. An involuntary transfer or reassignment shall be made only after the written notice and reason(s) thereof have been given to the unit member. Within five (5) working days, a meeting between the unit member, principals concerned, and the Human Resources Department shall occur. The unit member may have a member of the Federation present.
4. After the reassignment process is complete, then unit members being involuntarily transferred or reassigned shall have preference in filling vacancies over newly hired members and unit members requesting voluntary transfers according to the criteria in sections A.6 and A.7 of this Article.
5. In the event of an involuntary reassignment or transfer, the requests of the individual **unit** member shall be honored to the extent that the reassignment or transfer does not conflict with the program needs. No such request shall be denied arbitrarily, capriciously, or without basis in fact.

E. Deletion of a position

1. If a position is to be deleted within the school ~~bt1:rgsining unit~~, the affected unit member may request to be reassigned to any position within the school or transferred to any vacant position within the District for which the displaced unit member has the appropriate seniority and credentials and meets the program needs, according to the criteria in section3 A.6 t1:nd A.7 of this Article.
 - a. **Elementary School Classroom Teaching Assignments:**
 - i. **Before the start of the unit member work year:**

1. The displaced unit member may request any position within the school staffed by a unit member with the least District seniority for which the displaced unit member has the appropriate seniority and credentials and meets program needs.

ii. After the start of the unit member work year the process for deletion of a position shall be as provided in sections J1 and J2 of this Article.

2. When a reassignment or transfer is made due to the deletion of a position the requests of the affected unit member shall be honored to the extent that the reassignment or transfer does not conflict with the program needs. No such request shall be denied arbitrarily, capriciously, without basis in fact.

NORTH MONTEREY COUNTY
UNIFIED SCHOOL DISTRICT

By Kail Yates

Dated: 4/8/22

NORTH MONTEREY COUNTY FEDERATION
OF TEACHERS, LOCAL 4008, CFT, AFT,
AFL-CIO

By [Signature]

Dated: April 8, 2022

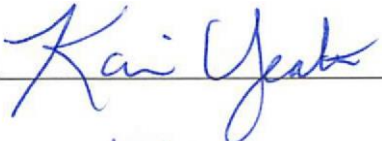
**TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District and
North Monterey County Federation of Teachers**

April 7, 2022


ARTICLE XIX
HEALTH AND WELFARE BENEFITS

- A. Effective January 1, 2016, the monthly cap for the District's contribution of health and welfare benefits shall be increased by \$103.23/month (\$1238.76/annually). This means that the cap for employee only would increase from \$558.15/month to \$661.38/month. The cap for employee plus one (1) dependent shall be increased from \$1,077.46/month to \$1,180.69/month. The cap for employee plus two (2) or more dependents shall be increased from \$1,206.46/month to \$1,309.69/month.
- a. Effective October 1, 2022, the monthly cap for the District's contribution of health and welfare benefits shall be increased, if necessary, to provide medical (Bronze Plan), dental and vision coverage to the employee only, without employee out of pocket premium contributions.
- B. The District's health insurance is provided through the California's Valued Trust (CVT). The parties may jointly agree at any time to change the insurance carrier and/or coverage, or the plans offered, upon the commencement of a new plan year.
- C. Retired teachers shall have the option of retaining medical insurance coverage subject to carrier requirements.
- D. All unit members who are working less than one (1) full-time equivalent shall be entitled to the benefits provided by this Article on a pro-rata basis.
- E. Unit members on leave without pay have the option to participate in the above coverages at their expense except as noted otherwise in this Agreement.

ORTH MONTEREY COUNTY
UNIFIED SCHOOL DISTRICT

By 
Dated: 4/8/22

NORTH MONTEREY COUNTY
FEDERATION OF TEACHERS, LOCAL 4008,
CFT, AFT, AFL-CLO

By 
Dated 4/12/22

TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District and
North Monterey County Federation of Teachers

April 7, 2022

ARTICLE XXII
REOPEN! G OF NEGOTIATIONS

A. This document comprises the entire Agreement between the District and the Federation on matters within the lawful scope of negotiations. Any Public Employment Relations Board decision subsequent to the execution of this Agreement concerning the scope of negotiations shall not be cause for reopening negotiations during the term of this Agreement.

B. Any mandatory improvements, reductions, or elimination of unit member benefits in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall obligate the parties ten (10) days of the effective date of such amendment or repeal to negotiate for the purpose of amending such benefits in this Agreement.

C. This Agreement shall be closed for the TM9-2022-2023 and 2023-2024 school year§.. Upon request by either party, this Agreement shall be reopened for negotiations for the 2020-2021 and 2021-2022 2024-2025 school year as follows: Each party may reopen on Articles XVIII (Compensation), XIX (Health and Welfare Benefits) and two (2) additional articles of each party's selection.

D. Commencement of negotiations under this Article shall take place within ten (10) days after the public notice requirement has been met unless the parties mutually agree in writing to an alternate start date. The public notice process for both reopener and successor negotiations shall be completed in sufficient time to allow for the legal commencement of negotiations on or before March 1 of the year immediately preceding the contract year to be negotiated unless the parties mutually agree otherwise in writing.

E. The parties shall meet in advance of the first bargaining session in order to develop a framework for the upcoming negotiations which may include, but not be limited to, planning meetings, setting a calendar, and critical dates by which information beneficial to the process will be available.

NORTH MONTEREY COUNTY
UNIFIED SCHOOL DISTRICT

NORTH MONTEREY COUNTY
FEDERATION OF TEACHERS, LOCAL 4008,
CFT, AFT, AFL-CIO

By Karipate

By [Signature]

Dated: 4/8/22

Dated: April 8, 2022

**TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District and
North Monterey County Federation of Teachers**

April 7, 2022


ARTICLE XXV
EFFECTIVE AND TERMINATION DATES

The Collective Bargaining Agreement shall be for a term of three (3) years, commencing July 1, **2022** and extending through June 30, **2025** -

Each Party to this Agreement represents and warrants that this Agreement represents an accurate record of the Agreement between the Parties. Each Party represents in good faith and to the best of our knowledge that all outstanding documents are included in this Agreement. Each Party agrees to meet and confer should any pre-existing documents come to the attention of either Party subsequent to the signing of the contract.

NORTH MONTEREY COUNTY
UNIFIED SCHOOL DISTRICT

NORTH MONTEREY COUNTY
FEDERATION OF TEACHERS, LOCAL 4008,
CFT, AFT, AFL-CIO

By 

By 

Dated: 4/8/22

Dated: 4/8/22

**TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District and
North Monterey County Federation of Teachers**

April 7, 2022

ARTICLE XXVIII
COMPENSATION

A. Salary Schedule

The salary schedules contained in Appendix A of this Agreement reflect the various levels of salary provided during the life of this Agreement. The various steps and columns provide for placement of unit members upon initial employment as well as movement from year-to-year in support of the Professional Growth criteria set forth in this Article.

2022-2023 School Year: The salary schedules contained in Appendix A of this Agreement shall be increased effective July 1, 2022 according to the following terms:

- I. The 2021-2022 salary schedules shall be increased by 85% of the funded percentage cost of living adjustment (COLA) projected to be received by the District in the Governor's January 2022 Proposed Budget for the 2022-2023 school year. This projected COLA is 5.33%; therefore the 2021-2022 salary schedules will be increased by 4.53% effective July 1,
- II. If the funded percentage cost of living adjustment (COLA) contained in the 2022-2023 final State Budget Act exceeds 5.33%, the salary schedule shall be increased by an additional 80% of the additional percentage COLA increase.
 - a. For example if the final funded COLA received by the District is 6.13%, for the 2022-2023 school year the difference between this figure and 5.33% is .8% and 80% of this difference is .64%. Therefore, the 2021-2022 salary schedules will be increased by 5.17% (4.53% + .64% = 5.17%) effective July 1, 2022.
 - b. For example if the final funded COLA received by the District is 6.5%, for the 2022-2023 school year, the difference between this figure and 5.33% is 1.17% and 80% of this difference is .936%. Therefore, the 2021-2022 salary schedules will be increased by 5.46% (4.53% + .936% = 5.46%) effective July 1, 2022.

2023-2024 School Year: The 2022-2023 salary schedules contained in Appendix A of this Agreement shall be increased effective July 1, 2023 according to the following terms:

- I. The 2022-2023 salary schedules shall be increased by 85% of the funded percentage cost of living adjustment (COLA) contained in the 2023-2024 final State Budget Act. This projected COLA is currently 3.61%; therefore, if

this is the final state-funded COLA for the 2023-2024 school year, the 2022-2023 salary schedules would be increased by 3.07% effective July 1, 2023.

- II. If the funded percentage cost of living adjustment (COLA) contained in the 2023-2023 final State Budget Act exceeds 3.61%, the salary schedule shall be increased by an additional 80% of the additional percentage COLA increase.
 - a. For example if the final funded COLA received by the District is 4% for the 2023-2024 school year, the difference between this figure and 3.61% is .39% and 80% of this difference is .312%. Therefore, the 2021-2022 salary schedules will be increased by 3.38% (3.07% + .312% = 3.38%) effective July 1, 2023.
 - b. If the funded percentage cost of living adjustment (COLA) contained in the 2023-2023 final State Budget Act is less than 3.61%, the salary schedule shall be increased by 85% of this final percentage COLA increase. (E.g., COLA of 3% X 85% = 2.55%).

2024-2025 School Year: Salaries for the 2024-2025 school year shall be subject to reopener negotiations according to Article XXII of this Agreement.

1. Column Classification:

Column Designations*:

Column A - Degree plus fifteen (15) semester credits post Bachelor's degree

Column B - Degree plus thirty (30) semester credits post Bachelor's degree

Column C - Degree plus forty-five (45) semester credits post Bachelor's or Master's degree

Column D - Degree plus sixty (60) semester credits post Bachelor's or Master's degree plus fifteen (15) semester credits post Master's degree

Column E - Degree plus seventy-five (75) semester credits post Bachelor's or Master's degree plus thirty (30) semester units post Master's degree

2. External Educational Units: To qualify as "units" per Appendix A-7 for purposes of column movement on the salary schedule(s) for units must:

- a. Be post-Bachelor's or post-Master's of upper division or graduate division (post-Bachelor's or Master's means taken after receipt of the respective degree); and
- b. Be completed coursework from accredited institutions on a quarter or semester basis;
- c. Be "semester credits post Bachelor's degree" to include:
 - i. Be earned with a grade of "C" or above, or a "Pass" in the case of a "Pass-Fail" course, or a certificate of completion if applicable, as indicated by an official certificate or transcript.

- d. Credit for advancement on the salary schedules contained in Appendix A of this Agreement based on the external educational units set forth in this section shall be according to the Conversion Chart attached to this Agreement as Appendix A-7.
3. Verification of Units/Timing of Column Movement
 - a. In order to qualify as "units" for advancement across a column on the salary schedule, unit members must file with Human Resources written verification of successful completion of professional growth activities as set forth in this article.
 - b. Verification shall be in the form of official written transcripts or other verifiable written information/documentation. The furnishing of all such records is the responsibility of the unit member.
 - c. Advancement of a column will take place when an employee files proper documentation with the District as defined in section 3(b) directly above. Such advancement shall take place within three months or three regular pay periods, whichever is longer, the employee files the transcripts with the district and shall be effective retroactively to the date of filing.
 - d. Mandatory coursework necessary for maintaining a California Credential, CPR and First Aid courses shall not count as "units" for salary schedule advancement.
 4. Annual stipend for first Master's and first Doctorate degrees each will be added to a unit member's placement on the salary schedule.

B. Credit for Experience

1. Effective July I, 2015, new unit members shall receive full credit for experience (for placement on salary schedule) outside the District up to nineteen (19) years, and thus be placed at the twentieth (20•) step of the proper column.
2. All teaching experience shall be defined as teaching at any accredited public or private school and as described below.
3. A unit member must be on paid status seventy-five (75) percent of the days that school is in session in order to have that year count as a year of experience on the salary schedule.
4. Any unit member out of the profession for five (5) years or more will be allowed credit for no more than four (4) years of teaching experience.

C. Professional Growth

1. Professional Growth involves:
 - a. A continuum, which supports the development of highly effective teaching practices and actions;
 - b. Collaborating and learning to support the achievement of District goals (e.g. Local Control Accountability Plan (LCAP), Single Plan for Student Achievement (SPSA), Educational Technology Plan); and
 - c. Expanding the capacity of educators through specialized training, formal education, or advanced professional learning to address needs of each student in every classroom.

2. Internal Professional Growth Opportunities: To qualify as "units" per Appendix A-7 for purposes of column movement on the salary schedule(s) for internal professional growth opportunities, units must result from successful completion of a District-approved course, program implementation or special project ("successful" is defined per section 2(i) above if applicable and, if not, according to pre-approved criteria).
 - a. Professional Development Catalog
 1. In consultation with NMCFT, the District will develop and produce a Professional Development Catalog.
 - ii. The Catalog will provide unit members with choices - e.g., trainings, workshops, or projects - the completion of which will qualify for professional growth units as designated.
 - m. In consultation with NMCFT, the District will develop and periodically conduct a survey of unit members to obtain feedback and recommendations regarding the choices and options offered in the Catalog.
 - b. Internal Professional Growth "units" for column advancement on the salary schedules contained in Appendix A of this Agreement, "semester credits post Bachelor's degree" may include a combination of:
 1. Completion of hours of attendance through pre-approved Internal Professional Growth Opportunities.
 - ii. Credit for advancement of the salary schedules contained in Appendix A of this Agreement based on the professional growth activities set forth in section 2 above shall be according to the Conversion Chart attached to the Agreement as Appendix A-7.
 - c. Unit Members on Column E: Unit members on Column E of the salary schedule who earn the equivalent of an additional fifteen (15) units of

Internal Professional Growth (as defined in this Article) beyond the units already required to achieve placement on Column E shall earn an annual Professional Growth Stipend of \$2500. No more than one (1) such stipend may be received by a unit member regardless of additional units beyond fifteen (15) that might be earned.

D. Additional Duty Pay

The additional duty pay schedule reflects the extra compensation for additional duties as assigned.

1. Teachers-in-charge are to be paid as per the schedule and shall work those number of days in excess of the adopted calendar necessary to complete the assigned duties.
2. The rate of pay for authorized additional duty, such as District-wide committees, home teaching, and substituting during prep time, will be as on the additional duty pay schedule.
3. A unit member who is required to move classrooms prior to the first day of the school year shall be offered up to two (2) days of additional duty pay at the hourly rate in order to pack and set up his/her new classroom. A unit member who is required to move classrooms during the school year shall be offered up to two (2) days of substitute time in order to pack and set up his/her new classroom. A unit member who is required to move classrooms and teach a different grade level in K-6 or teach a different subject matter within credential requirements at the middle school and high school shall receive an additional one (1) day of substitute time or pay at the per diem rate in order to prepare to teach the curriculum at the new grade level in K-6 or different subject matter in grades 7-12.
4. Unit members assigned to a combination class shall be entitled to the following:
 - a. A stipend for the school year of such assignment in the amount of \$500, if the unit member teaches such class for thirty (30) or fewer instructional days, or \$2500, if the unit member teaches such class for more than thirty (30) instructional days.
 - b. Up to three (3) days of additional time at their per diem rate for instructional preparation.

E. Persons employed who possess only a vocational education credential (Designated Subjects Career Technical Education Teaching Credential) without a Bachelor's degree may, at the discretion of the District be placed on the salary schedule in a CTE position based upon:

- I. Trainings or certifications received from accredited colleges or universities in areas related to the instructional service being provided in the district CTE program; or Trainings and certifications received from technical schools

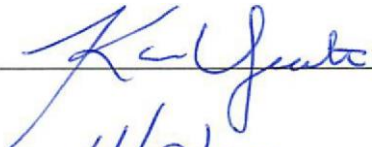
accredited by the Accrediting Commission of Career Schools and Colleges and the identified equivalent units.

2. Previous applicable full-time teaching and/or field experience in the areas up to nineteen (19) years, and thus be placed on the twentieth (20) step of the proper column.

F. The District will make every reasonable effort to secure a substitute and/or otherwise provide for the instruction of students from available on-site credentialed staff when an elementary grade classroom teacher is absent in order to prevent elementary classrooms from being split and redistributed among other classrooms.

NORTH MONTEREY COUNTY
UNIFIED SCHOOL DISTRICT

By



Dated:

4/8/22

NORTH MONTEREY COUNTY
FEDERATION OF TEACHERS, LOCAL 4008,
CFT, AFT, AFL-CIO

By

Dated

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TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District and
North Monterey County Federation of Teachers

April 7, 2022

ELEMENTARY TEACHER PREPARATION TIME
FOR THE 2022-2023 AND 2023-2024 SCHOOL YEARS

This Memorandum of Understanding (MOU) between the North Monterey County Unified School District (District) and the North Monterey County Federation of Teachers (Federation or NMCFT) sets forth mutually agreed upon terms and conditions under which elementary teachers will receive preparation time for the 2022-2023 **and 2023-2024** school year,

- I. **Definition:** Elementary teacher preparation time is used to decide how instruction will be delivered and may include individual planning and preparation, small group planning, grade-level planning, etc. to ensure implementation of the California State Standards and the incorporation of effective strategies to address, monitor and adjust student learning.

- II. **Allocation of Time:** Elementary grade teachers will receive preparation time and the opportunity to collaborate and plan with other teachers and support staff. This time is to be allocated as follows:
 - I. Approximately 45 minutes on two days each week and 30 minutes every Wednesday in accordance with the negotiated Agreement, Article XI (B) (5).
 2. Approximately 90 minutes of additional teacher-directed planning time each week. This time will be used by teachers to develop expanded and accelerated learning opportunities for literacy and math for each student within their classroom and, when necessary, to coordinate/update the opportunities and related progress monitoring with colleagues and support staff members providing each student with services.
 3. Four designated Wednesdays will be reserved for:
 - a. The first Wednesday of the school year shall be designated for elementary teacher preparation time.
 - b. The three other designated Wednesdays shall be for teacher preparation time related to the completion of report cards and updating of cum folders.

- III. This MOU is in effect only for the 2022-2023 **and 2023-2024** school year, subject to modification as set forth below in this paragraph, and thereafter automatically expires, with the understanding and agreement that the subject matter of this MOU shall be subject to negotiations as part of 2022 2023 2024-2025 ~~stteesser eeftfe:et~~ reopener negotiations. Upon expiration of this MOU, the status quo regarding elementary preparation time shall revert to the provisions of the negotiated Agreement, Article XI (B) (5) unless the parties have reached a written agreement otherwise.
 1. The parties acknowledge there may be fundamental changes in the delivery of education due to the COVID-19 pandemic. Although modifications to the

instructional day, if any, are unknown at the time of signing this MOU, the parties agree that the terms of this MOU may need to be altered due to statutory changes as well as governmental directives, guidelines and protocols.

2. In light of the above, upon either party's written request, this MOU shall be reopened for negotiations prior to or during the 2022-2023 **and 2023-2024** school year to address the foregoing potential changes.

NORTH MONTEREY COUNTY UNIFIED
SCHOOL DISTRICT

Byfr

Dated jl/f/μ--

NORTH MONTEREY COUNTY
FEDERATION OF TEACHERS, LOCAL
4008, CFT, AFT, AFL-CIO

By 4-;L

Dated: i-Q-+-/Z-L

**TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District and
North Monterey County Federation of Teachers**

April 7, 2022

**ELEMENTARY GRADES 4-6 STAFFING FORMULA
FOR THE 2022-2023 AND 2023-2024 SCHOOL YEARS**

The District and the Federation agree to the following terms and conditions for implementing a staffing formula for the elementary (grades 4-6) for the 2022-2023 **and 2023-2024** school years__.

1. The provisions of this MOU supersede Article XIII Class Size for the 2022-2023 **and 2023-2024** school years insofar as it relates to the elementary 4-6 staffing formula for 2022-2023 **and 2023-2024** school years.
2. The staffing formula shall be calculated as follows: school site enrollment of grades 4-6 (excluding Special Day Class students) divided by 29.
3. Implementation of the foregoing formula is expressly dependent upon the following:
 - a. The staffing formula will be adjusted as needed, depending on the number of additional 4-6 grade students who actually enroll and attend (as compared to present projections) for the 2022-2023 **and 2023-2024** school year . Specifically, the 29 staffing formula will be adjusted upward if there are insufficient classrooms available at a specific elementary school, which could include the need to house unexpected additional enrollment in grades TK-3.
 - b. Implementation of the staffing formula may also be adjusted in order to minimize the creation of additional combination classes. This determination shall be made through meeting and conferring among the Principal, affected teachers and the NMCFT site representative.
 - c. Implementation of the staffing formula may also be adjusted to meet any requirements for the 2022-2023 **and 2023-2024** school year that impact staffing and/or classroom space that are unknown to the parties at this time.
4. This MOU is in effect only for the 2022-2023 **and 2023-2024** school year and thereafter automatically expires.

NORTH MONTEREY COUNTY
UNIFIED SCHOOL DISTRICT

By 

Dated: 4/8/22

NORTH MONTEREY COUNTY FEDERATION
OF TEACHERS, LOCAL 4008, CFT, AFT,
AFL-CIO

By _____

Dated: 1---/---/22