

Agreement Between the

Newman-Crows Landing Teachers Association

and the

Newman-Crows Landing Unified School District

July 1, 2019 – June 30, 2020

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## I. AGREEMENT

1. The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Newman-Crows Landing Unified School District (“District”) and the Newman-Crows Landing Teachers Association/California Teachers Association/National Education Association (“Association”), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (“Act”).
3. This Agreement shall remain in full force and effect from July 1, 2019, to June 30, 2020.

## II. RECOGNITION

The District recognizes the Association as the exclusive representative for full- time classroom teachers, temporary classroom teachers, part-time classroom teachers (if on contract), resource teachers, teachers on special assignment, lead teachers, and special education teachers.

Excluded will be the superintendent, principals, director of psychological and counseling services, head teacher/administrator (administrative duties required), project director, nurse, psychologist, summer school teachers, substitutes, and positions designated by the District as management, supervisory and/or confidential. Also excluded will be any employee, regardless of job title or description, who has the responsibility to assign work to and direct another certificated employee (as described in Calif. Gov. Code 3540.1(m)), or is expected to or requested to report back to their supervisor on any item regarding the performance of another certificated employee.

## III. WAGES

1. Certificated salary schedule for 2019-2020 is set forth in Appendix B.
2. See Appendix C for extended teacher pay schedule.
3. Insofar as practicable, returning regular teachers will be paid in twelve (12) equal salary payments on the last working day of each month.
4. The daily rate of a teacher’s pay will be the yearly rate divided by the number of days teachers may be required to work by this Agreement.
5. Not later than November 15, the District will, upon request, furnish the Association with the placement (by step years and units) of unit personnel on the respective salary schedule as of November 1.
6. Temporary and part-time teachers shall be paid based upon their appropriate placement on the salary guide and the ratio of work time to full-time service under the Agreement.

7. Athletic Assistant Coaches – At the end of the year, the athletic director and the principal will suggest the number of assistant coach stipends for the upcoming year. Upon approval of the Superintendent’s cabinet, the positions will be posted.
8. Me Too Clause:  
If a represented bargaining unit receive(s) a higher percentage increase in salary and/or an increase in health benefits, negotiations will be reopened in these areas.

#### IV. HOURS OF EMPLOYMENT

1. The District can increase instructional time within the seven and one-fourth (7 ¼) hour teacher workday, provided that preparation periods are not affected by such increase. The teacher work day shall begin 15 minutes before the start of the student school day and shall continue on for 7.25 hours.
2. Teachers shall receive no less than a thirty-five (35) minute uninterrupted, duty-free lunch period.
3. Teachers may leave without special permission on Fridays, minimum days, Early Release Days, and days preceding holidays when their professional responsibilities have been completed.
4. The number of work days per school year shall not exceed a maximum of one hundred eighty-three (183). The two (2) days added, starting with the 2018-2019 school year, reflect additional professional development days. The District agrees to consult with the Association prior to scheduling any make-up days.
5. In addition to assigned classroom teaching duties, teachers shall perform, as reasonably required, and without additional compensation, professional duties which occur outside of scheduled class hours and outside of the regular school day for students. Required staff meetings will be limited to a maximum of one (1) hour per week to a maximum of four per month.

If the agenda for a required staff meeting is not sent to staff two work days before the date and time of the meeting, the meeting shall become voluntary.

6. In the event that a substitute is required where preparation periods cannot cover the absence, teacher(s) can be assigned to cover students from another class, in addition to their own class (“doubling up”). The teacher(s) assigned those extra students shall receive compensation or proportional bank day equal to the current teacher substitute pay for district employees times the fractions of both the class assigned and the length of the assignment.
7. In the event a substitute is required during a teacher’s classroom preparation period, the District shall first seek volunteers; if no teacher volunteers, the District would assign a teacher to substitute. Compensation for the assignment shall be as per the extended teacher pay schedule per full class period covered. Covering a block period would count as two singleton periods for compensation, either payment or bank periods.

8. A teacher may choose to serve as a substitute teacher during his/her non-student contact period. At the secondary level, every effort will be made to avoid teachers being asked to substitute during their department or team collaborative time. When a total number of these bank periods equal the total number of contract periods for one full day, then one (1) bank day will accrue. The rate of pay shall be in accordance with the current teacher substitute pay for district employees for the one (1) period or the teacher may bank the period.
  - a. A teacher may choose to serve as a substitute teacher during their classroom prep period, and in lieu of payment, receive a fraction of a day towards a “bank day”. This fraction of a day shall reflect the portion of the workday the teachers serves as a substitute.
  - b. Bank day(s) can be used in lieu of using a day of accumulated leave.
    1. Bank days require prior approval from the site administrator before more than one (1) day in succession is taken.
    2. Bank days cannot be taken during the last work week in a school year or used to extend a holiday period.
    3. Bank days earned through class coverage can be donated to the teachers’ Catastrophic Leave Bank (Art. XIX, Sect. 4)
  - c. Bank days must be used within the school calendar year, and are not accumulated from year to year.
  - d. If the bank day is not used by the end of the school year, the teacher will be paid at the current substitute rate for district employed staff. Any days or portions thereof not used prior to May 31<sup>st</sup> will be added to that year’s final pay warrant.
9. Adjunct duties shall be distributed among teachers on an equitable basis.
10. In the event the starting time for school is delayed or school is canceled because of fog or other conditions, the time persons covered by the terms of this Agreement are to report to school shall be delayed by the same unit of time as the pupils are delayed or shall be canceled as the case may be.
11. The Middle and Comprehensive High School unit members shall be assigned both a department/team collaboration period and a classroom preparation period within the eight period block schedule. The preparation period shall be the same length and take the place of a specific class period. Preparation periods assigned during block class periods will occur only on those days that block period is taught. Preparation periods must be equal in duration and frequency throughout the teaching staff.
12. The District will provide twenty (20) preparation periods, equally distributed throughout the school year as practical, for elementary preparation. The Association and the District will collaborate on the placement of these days.

13. Teachers selected to teach an extra period will receive additional compensation of 1/8th of their salary based on their placement on the salary schedule scale, excluding all stipends, if the District is seeking a teacher to teach an extra period. If the assignment is for less than a full school year, the compensation will be prorated accordingly.
  - a. Volunteers will be solicited to remedy the identified staffing needs.
  - b. The most qualified volunteer shall be granted the assignment.
  - c. All things being equal, selection will be based upon seniority.
14. The parties agree to form a study committee for possible conversion of the high school to a six (6) period day.
15. All district summer school certificated job openings will be offered to district employees with appropriate credentials for the assignment first.
16. It is recognized that part-time teachers are engaged in a variety of ways according to the needs and priorities of the school. Examples include:
  - Employment every day;
  - Employment for particular days of the week;
  - The same hours on each work day;
  - A variation in the hours as between working days;
  - Different patterns of times of working during the day;
  - Employment from 0.05 to 0.9 full-time equivalent;
  - Appointments in more than one school
  1. Definition: Part-time teachers – Part-time teachers are (a) those teachers contracted to teach less than a full teaching day every school day, or (b) those teachers contracted to teach four (4) or fewer days per week on a regular basis, full-day or part-day.
  2. Definition: Full day – For middle and high school teachers, a full day means teaching one period fewer than the number of student periods in a day. For elementary teachers, a full day means teaching up to fourth-five (45) minutes fewer than the regular daily minutes of instruction (not including minimum days or early release days).
  3. Adjunct Duties – Adjunct duties for part-time teachers shall be equitably assigned in proportion to their full time equivalence and as practical and as associated with their individual teaching schedules.
  4. Required Meetings – Part-time teachers will attend required staff meetings, inservice trainings, parent-teacher conferences, back-to-school night, open house and Individual Education Plan meetings as associated with their sites and/or assignments.

17. Certificated teaching staff will have input on the development of the District's Academic Calendar through participation of a minimum of three (3) certificated members on the District Calendar Development Committee. The certificated members will reflect the Elementary (K-5), Middle (6-8), and High School (9-12) levels, and will be selected by the President of the Association. Input will include placement of days including but not limited to:
  - a. Start dates and end dates for the academic year, quarter, semester and/or trimester
  - b. Parent/Teacher Conferences
  - c. Non-student attendance days/times (professional development, collaboration, etc.)
18. The District may survey staff, at any time during the academic calendar development process, to solicit additional input beyond the District Calendar Committee.
19. The District Calendar Development Committee will develop a minimum of two (2) possible academic calendars to be presented to the staff.
20. The teaching staff will be surveyed to determine their preference. The District Calendar Committee will make a recommendation to the District. All possible academic calendars developed by the Calendar Committee will be reviewed by the District with one being recommended to the Board of Trustees for approval. In the event that the District selects a calendar for approval that is not the selection of the District Calendar Committee, the District will inform the Board of Trustees in open session as to why the selection was different.
21. Special Education staff throughout the District (K-12) will be provided an additional IEP preparation period within the elementary or eight period block schedule for planning, testing, evaluation, and implementation of any IEP/504 Plan for the students on their caseload. During this time, the special education staff member is unavailable for assignment to cover other classes. The additional preparation time shall be equivalent to a regular class period at the secondary level or a minimum of fifty (50) minutes per day at the Elementary level, and can be scheduled daily, or accumulated throughout the week. Scheduling of this time will be coordinated with the Site Administrator(s). The IEP preparation period cannot be waived by the teacher or assigned as a class period by the District.
22. Site and District administration will ensure that the preparation time will be uninterrupted and unavailable time for the scheduling of meetings. However, the schedules and needs of the students, guardians and school may impact this time.
23. Teachers On Special Assignment – The term of a TOSA will be a maximum of three (3) years pending positive evaluations. At the end of this time, the position will be reposted, and the TOSA will be given the opportunity to reapply for the position.
24. Parent-Teacher Conferences – One session of each PTC week will take place during the evening hours to meet the needs of the parents. The length of scheduled time for this evening session will be the same number of hours as an afternoon session. Employees

may leave with the students at the end of the last school day designated for PTCs, provided they attended the evening PTC hours, or attended other NCLUSD responsibilities. No staff meetings or trainings will be scheduled on the last day designated for PTCs.

## V. HEALTH AND WELFARE

1. The District will continue to provide for PERS health and prescription, California Dental Service and Vision Service Plan coverage. The District contribution for insurance benefits for part-time teachers shall be based upon the ratio of part-time to full-time employment.
2. If the District desires to change to the self-funding of insurance programs, such change shall be subject to negotiation and an Association right to negotiate on dependent coverage in such negotiation.
3. The District will pay the cost of the premium for the individual teacher for benefits in effect on the effective date of this Agreement for the duration of this contract.
4. The District contribution for the current employee insurance coverage and participation in the employee's dependent coverage shall be \$8,400 per year for full-time employees.
5. A teacher who is absent on account of illness and who has exhausted his/her accumulated paid leave shall continue to receive full insurance coverage to be paid by the District as long as he/she is under District contract.
6. A teacher on District-approved, unpaid leave of absence shall have the option to continue to receive health insurance coverage to be paid in full by the teacher for the period of the leave. See Article XIX for exceptions.
7. The District will pay for all medical examinations and tests, which are not required by law but are required by the District.
8. Should a teacher's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such teacher shall be entitled to continued coverage under the health care plan until October 1 of the following school year.
9. The District will provide a qualified 125 plan.
10. District MEDICAL Benefit / Cash-in-Lieu Incentive  
Commencing with the 2015-2016 school year, the district will provide contributions for the District Medical Benefit/Cash-In-Lieu Incentive Plan, based on the number of years served with NCLUSD (See Appendix E). The amount of money available, as delineated in Appendix E, may be applied towards the cost of medical benefits made available by the District. If the amount of money available

pursuant to Appendix E exceeds the cost of employee selected medical benefits, or if employee declines to elect any medical benefits, then the employee shall be entitled to a cash payment of the Medical Benefit/Cash-In-Lieu Incentive plan, subject to all normal deductions and withholdings, for unused medical benefit money. (Note: All benefit eligible employees are required to enroll in dental and vision coverage). All employees having a hire date after October 31, 1997, will receive the Medical Benefit/Cash-In-Lieu Incentive contributions set forth in the District Medical Benefit/Cash-In-Lieu Incentive plan.

All employees having a most recent hire date on or before October 31, 1997 will have the option of either:

- (a) Accepting the incremental Medical Benefit/Cash-In-Lieu contributions as set forth in the District Medical Benefit/Cash-In-Lieu Incentive plan; or,
- (b) Declining the District Medical Benefit/Cash-In-Lieu Incentive plan. Employees will thereby retain their eligibility to participate in the Article VI (1) District Early Retirement Incentive provided they meet the eligibility requirements set forth therein. If an employee elects option (a) above, then they waive any and all rights that they may have to participate in the Article VI (1) District Early Retirement Incentive.

Any decision by an employee having a hire date on or before October 31, 1997 to accept the Medical Benefit/Cash-In-Lieu Incentive plan is final and irrevocable. By accepting the District Medical Benefit/Cash-In-Lieu Incentive plan, an employee waives any and all rights to participate in the Article VI(1) District Early Retirement Incentive. This individual contract must be enacted by September 30, 2015, and is final, irreversible, and unchangeable.

## VI. RETIREMENT INCENTIVES

An eligible employee may request consideration for an early retirement incentive.

### 1. District Early Retirement Incentive

The District will provide to eligible employees a one-time, “lump sum”, payment equivalent to 40% of the retiring individual employee’s final annual base salary, including applicable longevity stipend(s) but exclusive of Extended Teacher Pay (Appendix C) and Extra Work Agreements.

This Incentive is limited to a maximum of four current unit members in any given year. If more than four eligible employees apply for the Incentive, selection will be based on seniority.

A selected participant will receive the money as a cash payment.

Eligibility: The Early Retirement Incentive will have the following requirements. The certificated employee must:

- a. Have a hire date on or before October 31, 1997, and have been continuously employed by the District as a teacher.
- b. File a letter of intent with the Superintendent by March 1 of the calendar year he/she wishes to retire.
- c. Be at least 55 years of age as of July 1 of the year of the incentive.
- d. On or before March 10, provide a non-rescindable letter of resignation or retirement from the district effective no later than the end of the current school year (June 30).

Commencing with the 2015-2016 school year, the district will offer a Medical Benefit/Cash-In-Lieu Incentive (V. Health and Welfare – 10. District Medical Benefit/Cash-In-Lieu Incentive) in place of the Early Retirement Incentive.

Starting the 2015-2016 school year, those employees having a hire date on or before October 31, 1997, and having been continuously employed by the District as a teacher, will have the option of accepting the incremental medical benefit contributions as set forth in the Medical Benefit/Cash-In-Lieu Incentive plan. However, once an eligible employee has accepted the incremental medical benefit contributions as set forth in the Medical Benefit/Cash-In-Lieu Incentive plan, this decision is final and irreversible, and the employee shall not, as a result of this election, be eligible to receive the Early Retirement Incentive set forth in Article VI (1).

When no certificated bargaining unit members remain eligible to receive the Early Retirement Incentive as set forth in Article VI (1), it will be deleted from the NCLUSD/NCLTA collective bargaining agreement. A list of "grandfathered" certificated employees electing to remain eligible for early retirement incentive shall be available to the bargaining unit until all eligible members have retired or are no longer employed by NCLUSD.

2. Golden Handshake – which would grant a teacher additional years of service credit. One window per year shall be opened for the Golden Handshake. This window will include June 30 of each year it is offered.

## VII. GENERAL LEAVE PROVISIONS

1. The District may, at any time, require adequate confirmation of stated reasons for leave requests.

2. Except with written approval of the District, no teacher shall be gainfully employed by any other employer while on approved leave of absence.
3. An employee returning from leave of absence of indefinite duration shall provide notice to the District of return as soon as practicable, but in no event less than twenty (20) working days before return.
4. Before an employee is allowed to return to work from a leave of absence occasioned by illness or injury, the District may require a medical examination by a physician to confirm fitness to resume employment.
5. Leave of absence may be extended only upon approval in writing by the District.
6. An employee who fails to return to work at the expiration of approved leave and fails to notify the District as soon as practicable may be deemed to be absent without justification and may be subject to appropriate action.
7. A teacher on unpaid leave of absence may continue coverage of insurance programs at his/her own expense, if permitted by the carrier.
8. Nothing in this Agreement shall preclude the District from granting or extending a leave.
9. The following provisions apply to a person on a leave of absence.
  - a. The District will send the same "Intent to Return" notice to teachers on leave of absence as sent to the balance of teachers.
  - b. The District will request a letter of resignation from teachers on leave of absence who indicate they will not be returning.
  - c. A teacher's notice of return from a leave of absence will not be binding, but would be subject to the statutory time lines for intent to return.
  - d. The notice of intent to return from a leave of absence shall be submitted, in writing, to the District by March 1.

## VIII. SICK LEAVE

1. Sick leave is granted as a result of inability to perform duties due to illness or injury. Teachers shall be granted sick leave, being credited at the rate of one day's sick leave for each full calendar month of employment. This sick leave shall be cumulative and without limit. Sick leave is not cumulative month by month, but each year's sick leave shall accrue and be available as of the first workday of that year. If a teacher leaves the service of the District and has used unearned sick leave credited at the beginning of the school year, the used unearned sick leave shall be withheld from the teacher's final pay warrant.

2. Regular part-time certificated employees shall be entitled to sick leave granted to regular full-time employees on a pro-rated basis.
3. By October 1, the District shall provide to each teacher a statement of his or her accumulated sick leave.

#### IX. PERSONAL ILLNESS

Absence for personal illness shall be charged against sick leave time. Essential treatments and examinations for diagnostic purposes may be allowed as sick leave when such treatments or examinations need to be made during school time in order for the employee to continue working.

#### X. PERSONAL NECESSITY

1. A teacher at his/her election may claim and deduct up to seven (7) days per year from his/her accumulated sick leave in cases of personal necessity. The charging of such absences to the teacher's accumulated sick leave may be the subject of prior approval by the District except for the following:
  - a. Death or serious injury of a member of his/her immediate family.
  - b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
2. Absences which may be charged to accumulated sick leave under this section include, but are not limited to, the following categories:
  - a. Death or serious illness of a relative other than the immediate family or a close personal friend.
  - b. Appearance in court as a litigant, a witness, or other absence required under official government order of direction.
  - c. Business transactions of an emergency nature. Such transactions must require the presence of the teacher, and the teacher must furnish evidence or certify the transactions could not be dealt with during the off-duty hours.
  - d. Family responsibilities of a critical nature.
  - e. Adoption and child care.
  - f. Other reasons upon approval by the District.
3. "No Tell" Days

- a. A certificated employee may use five (5) days of personal necessity per year as no tell days which would leave it to the employee's determination as to its use.
- b. Mandatory written notice must be given to the Superintendent/Designee 24 hours prior to the use of this leave.
- c. The teacher must notify the site administrator no later than one hour before the start of the school day.

#### XI. DIFFERENTIAL ILLNESS LEAVE

When a teacher is absent from their duties on account of long term illness or accident or for a period of one hundred (100) days or less following the expiration of their accumulated sick leave, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute teacher, not to exceed Column A, Step 1 on the salary schedule, employed to fill their position during the absence or what would have been paid to a substitute teacher.

#### XII. PREGNANCY DISABILITY LEAVE

1. Unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from.
2. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. The District will be notified in writing of anticipated leave dates when determined by the member and their physician, in order to hire a substitute.
3. A teacher may work up to the time of her delivery if the teacher and the teacher's physician certify in writing the teacher is in good health and able to perform competently the professional tasks.

#### XIII. PATERNITY LEAVE

Male teachers will be allowed two (2) days sick leave each year without loss of pay for matters related to the birth of their child. Such leave must be taken immediately before, during, or after the child's birth and is to be deducted from earned sick leave.

#### XIV. BEREAVEMENT LEAVE

1. Teachers are entitled to be absent five (5) consecutive days without loss of pay for the death of any member of the immediate family within 325 miles of the District or seven (7) consecutive days if more than 325 miles is required. "Immediate family" is defined as mother (step), father (step), grandmother, grandfather, or a grandchild of the teacher or of the spouse of the teacher, and the spouse, son (step), son-in-law, daughter (step),

daughter-in-law, brother or sister of the teacher or spouse, aunt or uncle of the teacher or spouse, niece or nephew of the teacher or spouse, legal guardian, or any relative or a domestic partner living in the immediate household of the teacher. Days need not be sequential or uninterrupted.

2. Definition of Domestic Partner: A domestic partner is a person living in the same principal residence as the employee, in a condition of financial interdependence in that the employee and the domestic partners are liable to third parties for any obligations incurred by one or the other for the common necessities of life, such as food, shelter and medical care.
3. Any additional days requested beyond those provided for by the Bereavement Leave Section must be handled through the provisions under the section "Personal Necessity Leave."

#### XV. INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

1. The following rules and regulations are established for industrial accident or illness leaves of absence for teachers employed in positions requiring certification qualifications for the Newman-Crows Landing Unified School District:
  - a. Allowable leave for industrial accident or illness shall be for sixty (60) days during which the schools of the District are required to be in session, or when the employee would otherwise have been performing work for the District in any fiscal year for the same accident.
  - b. Allowable leave shall not be accumulated from year to year.
  - c. Industrial accident or illness leave shall commence on the first day of absence.
  - d. When a teacher is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary indemnity under Division 4 or 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
  - e. Industrial accident or illness leaves shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
  - f. During the period of illness or injury, any teacher receiving benefits as a result of this policy shall remain within the State of California unless the District authorizes travel outside of the State.

## XVI. ASSOCIATION LEAVE

Subject to the Superintendent's prior approval, one or more Association representatives may be released for Association business outside of negotiations. Such request shall include the nature, duration, location and time of such business. The cost of a substitute will be the responsibility of the Association.

## XVII. SUMMONS LEAVE

1. A unit member shall be entitled to paid leave when summoned to appear for jury duty, or an appearance in court as a witness, under official government order of direction (not on your own behalf as defined in the personal necessity guidelines of the contract). No sick leave will be deducted.
  - a. Employee shall submit any compensation to the District less any expense incurred for such duty, such as mileage, meals and/or lodging.
  - b. When it becomes known by the unit member that he/she is to report to jury duty, or as a witness, the employee shall contact the principal, his/her designee or school secretary.

## XVIII. UNPAID FAMILY CARE LEAVE

1. Any employee who has served the District more than one continuous year shall be eligible to take unpaid family care leave under the provisions of California Government Code section 12945.2 and the Federal Family and Medical Leave Act of 1993, 29 U.S.C. section 2601 et seq. "One continuous year" as used in this regulation shall mean that the eligible employee must have worked at least 1,250 hours in the year preceding the request for leave.
2. Family care leave may be used for the following reasons:
  - a. The birth of the employee's child;
  - b. The placement of a child with the employee in connection with the employee's adoption of a child;
  - c. The serious illness of the employee's child;
  - d. The employee's own serious health condition;
  - e. The serious health condition of the employee's parent or spouse. "Serious health condition" means an illness, injury, impairment or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either:

1. Inpatient care in a hospital, hospice or residential health care facility, or
2. Continuing treatment or continuing supervision by a health care provider.
3. For purposes of this regulation, “child” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is 18 years of age or an adult dependent child. For purposes of this regulation, “parent” means a biological, foster or adoptive parent, a stepparent, or legal guardian.
4. Family care leave may be taken in one or more periods but shall not exceed a total of 12 weeks within a 1-year period unless a longer leave is agreed upon by the District and the employee.

When used in conjunction with the maximum pregnancy disability leave under Government Code section 12945, family care leave shall be no more than one month unless the District and the employee agree otherwise (Government Code section 12945.2).

5. During the period of family care leave, the employee may elect or may be required by the District to use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the District. Sick leave shall be used during the period of family care leave only if the employee and District agree.
6. The employee shall continue to be entitled to participate in pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as applied to an unpaid leave taken for any purpose. The District will continue to pay the employee’s monthly health care premium for a total of 12 weeks in any one-year period when the employee is on family care leave. Should the employee’s leave exceed 12 weeks in a one-year period, the employee may continue coverage in any health and welfare plans at his/her own expense. Should the employee fail to return to work after his/her family care leave and any supplemental leaves negotiated with the District, the District may recover any premiums paid for maintaining the coverage unless the continued absence is due to the continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee.
7. The employee shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any other employee benefit plan.
8. If an employee’s need for family care leave is foreseeable, he/she shall give the District reasonable advance notice. If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This schedule shall be subject to the health care provider’s approval.

9. An employee's request for leave to care for a child, spouse or parent who has a serious health condition or the employee's own serious health condition shall be supported by a certification from the health care provider or person requiring care. This certification shall include:
  - a. The date on which the serious health condition began;
  - b. The probable duration of the condition;
  - c. An estimate of the amount of time the health care provider believes the employee needs to care for the person requiring care;
  - d. A statement that the serious health condition warrants the participation of a family member to provide care during a period of treatment or supervision of the person requiring care.

If an additional leave is needed when the time estimated by the health care provider expires, the District may require the employee provide re-certification in the same manner as specified above.

10. Family Rights Act and Family and Medical Leave Act - The district will comply with the Family Rights Act and the Family and Medical Leave Act. This article will apply to all employees.

#### XIX. CATASTROPHIC ILLNESS LEAVE

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
2. The employee who is, or whose family member is, suffering from a catastrophic illness or injury must submit a written request to the Superintendent for a donation of eligible leave credits and provide medical verification of the catastrophic illness or injury as required by the District. As in the case of all sick leave use, the continued use of donated eligible leave credits shall be subject to appropriate medical verification by physicians selected by the District. The request will be reviewed by a confidential committee comprised of the Superintendent and the Association president for approval.
3. Any employee may transfer on a voluntary basis a portion of his or her accumulated leave credits up to five (5) days at a time, in daily increments, to another employee because of catastrophic or life-threatening sickness or accident. An employee may transfer credits by signing an authorization identifying the employee and the number of days of accumulated leave to be transferred to the named employee. Sick leave may not

be transferred by any employee who, following the transfer of the designated leave, will have less than fifteen (15) days of accumulated sick leave. (Ed. Code 44043.5)

4. Eligible leave credits means sick leave or full bank days accrued to the donating employee.
5. The employee who is voluntarily contributing the leave credits shall be responsible to fill out the necessary form to initiate this action and to deliver that form to the Superintendent's secretary.
6. All sick leave credit transfers to the Catastrophic Leave Fund shall be irrevocable and nonrefundable. Transferred sick leave credits shall be utilized only for the precipitating catastrophic illness or injury. All unused transferred sick leave credits shall revert to the Catastrophic Leave Fund. The bank will be administered jointly by the NCLTA President/Designee and the Superintendent/Designee.
7. No employee may receive transferred leave credits from another employee unless receiving employee has exhausted all accrued paid leave credits.
8. The maximum amount of time for which donated leave credits may be used shall not exceed a period of twelve (12) consecutive months.

## XX. JOB SHARE

Job-sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment. Two unit members must share an assignment for the complete school year. Job applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1. The District shall approve or deny requests and notify, in writing, the applicants of its decision by May 1. If a request is denied, the applicants shall be notified, in writing within ten (10) working days of the denial, of the specific reasons for the denial. Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared.

1. Each job-sharing unit member shall receive a prorated salary schedule increment each year. Salary advancement on the pay schedule will be pro-rated according to the assignment.
2. Upon request of the two unit members, a job-sharing assignment may be renewed provided the two unit members notify the District prior to March 1. In the event the two unit members fail to notify the District of their desire to continue the job-sharing assignment, or in the event the District does not approve the continuance of the assignment, the unit members shall be returned to full-time assignments.

3. If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time teaching, the unit member will be returned to an available, comparable position, but no guarantee can be given it will be the same position he/she occupied at the time the job-sharing was granted.
4. After the second year of a job share, if a member wishes to continue in the job share he/she is only entitled to the prorated FTE that he/she is occupying. In order to return to 1 FTE, he/she would need to apply for any available new openings. The employee would be placed in an available, comparable position before any new employee hires.
5. At the end of the job sharing assignment, the participant with the highest District seniority will have first choice at retaining the position. The second participant retains all transfer rights.
6. When one participant of a job sharing team is absent due to illness or other paid leave, the remaining participant is encouraged to exchange days for the absent participant. The absent teacher is responsible for notifying site administration of the calendar change.
7. STRS Contributions will be based on the percentage of the assignment, determined by State formula. (One half of service toward retirement will be credited for each year in the job sharing program, assuming a 50/50 job share).
8. At formal K-5 parent conferences (those scheduled twice a year) parents may request in writing that both participants be present. If no formal request is made, only the participant working that day needs to be present. Informal parent conferences will be conducted by either, or both, participants as determined by parent or teacher requests. When using the semester option, parent conferencing will only apply to the semester the participant is working.
9. Staff work day(s) and 6-12 parent teacher conferences will be attended by both participants. Faculty meetings, collaborative days, and department meetings will be attended by the working teacher. It will be the responsibility of the working partner to disseminate all information covered at faculty, collaborative and department meetings to the non-attending teacher.

## XXI. SENIORITY

Seniority, as used in this Agreement, shall be defined as the length of continuous service to the District as a certificated teacher.

- A. Seniority will accrue beginning with the unit member's initial date of service.
- B. Unit members with the same initial date of service shall have their seniority determined by lot at the beginning of their first year of service. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine the unit member's

seniority placement, that seniority placement shall remain in effect while the unit member is in the service of the District.

- C. A unit member on a District approved leave of absence, other than to a non-bargaining unit position, shall continue to earn seniority while on leave.
- D. A unit member's seniority shall accrue during layoff.
- E. When all other factors are essentially equal, the senior volunteer for any vacancy shall be given first right of refusal.

## XXII. TRANSFER

### 1. Definitions

- a. Transfer refers to the movement of a teacher to a different site or school.
- b. Reassignment is a change in either the grade level or track taught in Grades K-6, or a change in at least four (4) teaching periods to subjects not taught at the time the change(s) is (are) made in Grades 7-12.

### 2. Transfer/Reassignment Requests:

By December 1 of any year, the District will ask all certificated staff members, who would like a transfer or a reassignment, to send a written or electronic request to the Director of Human Resources. The deadline to receive this request will be February 1 of the following year. These requests should be determined by where the individual teacher would like to teach and not determined by the open or perceived open positions within the District. Any submitted requests after February 1 may not be honored by the District.

All teachers will be notified of openings within the District. If an open position is one that was requested by a teacher, the site administrator, along with the District, may allow the transfer or reassignment to occur. However, the site administrator and the District may require the teacher to interview for the position.

In the event the teacher is not granted a transfer or a reassignment, the District shall, upon request of the employee, provide an opportunity for the employee to meet with the site administrator. However, the decision of the District shall be final.

### 3. Voluntary

A teacher may initiate a request for a voluntary transfer to take effect during the school year or at the beginning of the next school year.

- a. Whenever possible the District will post vacancies for ten working days and will send notice to all teachers off-track, on vacation or on leave who have requested a transfer/reassignment to the site/position available. Days will be defined as “days the district office is open.” The minimum posting will be three working days. If a transfer/reassignment results in a new opening, the resulting position may be filled after three days from its posting. Posting includes written notice displayed at each site and mail notice to employees requesting it, and email notice to all certificated staff.
  - b. A request for transfer to take effect during the school year must be made within ten (10) working days of the posting of vacancy.
  - c. Teachers who desire to be considered for positions that become available during the summer shall file a written statement of such desire with the Superintendent/designee no later than the last work day of each school year. Such statements shall include the grade(s) and/or subject(s) as well as the school site(s) to which the teacher desires to be assigned.
  - d. Upon written request, the teacher shall be provided with the reasons for denial of a request for voluntary transfer.
  - e. When a transfer is necessary, the District shall give good faith consideration to volunteers for such transfers.
  - f. When all the factors are essentially equal, the senior volunteer for any vacancy shall be given first right of refusal.
4. Involuntary Transfer/Reassignment: Compliance, Program, Student Population Shifts

When the District perceives a need to consider involuntary transfers, the following steps shall be followed:

- a. Prior to effecting an involuntary transfer/reassignment, the District shall identify grades and/or subject areas that will be affected by state and/or federal non-compliance, enrollment shifts and/or definable program change which will necessitate the need for personnel changes. In situations where a teacher is involuntarily transferred/reassigned to best fit the “needs of the District”, the teacher and associational representative shall be provided the opportunity to meet with the District Representative regarding how the transfer/ reassignment meets the identified District needs.
- b. The Superintendent/designee shall meet with the teacher(s) whose assignment(s) may be affected.
  - 1. Volunteers will be solicited to remedy the identified staffing need(s).

2. The most qualified volunteer shall be granted the assignment.
3. If there is no volunteer, the person with the least seniority in the affected “pool” will be transferred unless there are extenuating circumstances.
4. Teachers may not be involuntarily transferred/reassigned more than once every three (3) years.
5. Teachers transferred under this section shall be given access to their assigned classroom seven (7) days from the end of the current school year to the beginning of the next school year to prepare the classroom. The days must be mutually agreed upon by the site transferring administrator, the receiving administrator and the teacher.

5. Involuntary Transfers for Reason Other than Those Above

The District shall institute the following procedures for involuntary transfers for reasons other than those in Section b above.

- a. Teacher(s) shall be notified that there is a problem that may lead to an involuntary transfer/reassignment.
- b. The teacher shall be given time to correct an identified problem and support in the form of a remediation plan.
- c. If the problem is not resolved, the District may transfer/reassign the teacher.
- d. Teachers may not be involuntarily transferred/reassigned more than once every three (3) years.
- e. Teachers transferred under this section shall be given access to their assigned classroom seven (7) days from the end of the current school year to the beginning of the next school year to prepare the classroom. The days must be mutually agreed upon by the site transferring administrator, the receiving administrator and the teacher.

6. Teacher Placement on Year Round Track

- a. Employees wanting a transfer out of a school participating in a Year Round Education Program to a school not participating in such a program will be considered for vacancies for which they are qualified.
- b. Teachers on the proposed Year Round site and site administrators will work together to determine track placements of all special programs.

- c. If agreement cannot be reached, the teacher's position along with the recommendation of the designated school site principal shall be presented to the Superintendent for final determination.
7. Involuntary Transfer to a Different Track and/or Grade Level at Year Round Site(s)
  - a. Track and grade level assignments and notification for the following school year shall be completed no later than May 1. Changes after that date shall only be made for significant enrollment shifts.
  - b. Should it become necessary to transfer a teacher to different track and/or grade level, the District will first ask for volunteers to change tracks and/or grade levels. If no one volunteers, the least senior teacher will be transferred within the same grade level.
8. Open Teaching Positions

All open teaching positions will be advertised and qualified District employees will have the opportunity to interview for the position.

### XXIII. SAFETY

1. The District will make a reasonable effort to provide for each teacher's safety.
2. In order that a teacher's work environment remains safe, any teacher who observes a working condition thought to be unsafe shall report such condition to his/her immediate supervisor. The immediate supervisor will consider such report promptly and, if the District determines the condition is unsafe, the District will make a reasonable effort to correct the unsafe condition.
3. The Board will consider replacement or repair, if requested, of the damaged or destroyed clothing or other personal property of a teacher while performing services for the District. Replacement or repair will be at the Board's discretion.
4. All teachers will report any suspicious objects. No teachers shall be required to search for a bomb. Class time will be made up at the discretion of the District.
5. The District will assume responsibility for personal property of a teacher pursuant to a District authorization form approved by the site principal where specific permission is granted to use specific property in a classroom as long as the teacher took complete measures to insure the protection and safety of the approved property.
6. Employees shall immediately report, in writing, cases of assault or threatened assault suffered by them in connection with their employment to their immediate supervisor.

## XXIV. CLASS SIZE

1. Subject to the financial condition of the District, the building facilities available, the availability of qualified teachers, classroom safety and the best interests of the students as determined by the District, the Board agrees to meet and negotiate with the Association prior to implementing any District-wide change in class size policy.
2. \*Desirable class policies are as follows:

Elementary	25
Junior High	25
Secondary	25
Lab Classes (if proper facilities available)	25
All combination classes **	22
Learning Handicapped	12-15
- \* It is understood and agreed that the District cannot necessarily implement desirable class sizes, and that the District must consider a variety of factors, including but not limited to impact on learning, revenues, physical facilities, educational programs, and teaching loads in determining class size.
- \*\*Combination classes are composed of students of different grade levels.
3. Pupils will be distributed as equitably as practicable among the teachers assigned to that grade level or subject area.
4. Upon request of either party, the District will fulfill its obligations under this Article by a meeting open to all teachers affected and/or the Association's representative each year class size exceeds the numbers listed above.

## XXV. EVALUATION PROCEDURES

1. One of the principle objectives of the District and the Association is to maintain a high quality of education, provide District assistance so improvement can take place, and/or to take a variety of appropriate actions which may include termination as well as other actions required to protect the District's interests and those of the teacher.
2. Permanent, probationary, intern teachers and Teachers on Special Assignments (TOSAs) shall establish goals that are focused on District initiatives and that are reflective of the California Standards for the Teaching Profession. For permanent, probationary and intern teachers, the number of goals created shall be established through professional dialogue with the teacher and the evaluator, and the number of goals will range from 2-4 goals.

Required forms for the evaluation process are the formal NCLUSD Formal Classroom Observation Summary form and the NCLUSD evaluation of Teaching Performance form. Other documents are considered supplemental to the evaluation process and may be included as support.

The evaluator and the teacher shall have the right to a pre-observation meeting, and a post-observation meeting.

3. Probationary employees shall be evaluated each year during probationary service. The final evaluation report shall be completed and filed no later than thirty (30) calendar days prior to the end of the school year.
4. Evaluation of each certificated employee, including Teachers on Special Assignment, not in probationary status shall be made every other year. If the employee has been employed as a permanent employee for at least ten (10) years with NCLUSD, is highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated them as meeting or exceeding standards, evaluation shall be made every fifth year, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time. The final evaluation report shall be completed and filed no later than thirty (30) calendar days prior to the end of the school year and not before the first day of the third trimester/second semester. Each certificated employee, including Teachers on Special Assignment, shall have the option of choosing either a traditional evaluation procedure, or an alternative supervision procedure agreed upon by the unit member and site administrator.

#### Differentiated Supervision

The term “differentiated supervision” refers to a set of professional development options which tenured teachers may select instead of or in addition to a formal classroom observation. These options are all deemed equal and appropriate. (See Appendix D for Differentiated Supervision Flow Chart.)

- a. Traditional Evaluation
- b. Peer Coaching
- c. Action Research
- d. Professional Portfolio
- e. Participation in Peer Observation Program (if available)

Teachers who select an alternative evaluation, shall be granted a satisfactory rating in their end of the year evaluation.

#### Traditional Evaluation

The term “traditional evaluation” shall refer to the set of professional development options including pre-conferences, observations, post conferences and final evaluations written on the District Evaluation of Teaching Performance form.

5. In the case of unsatisfactory evaluations, the certificated employee shall be evaluated in consecutive years until a satisfactory evaluation is obtained.
6. The evaluation shall be completed and a report filed no sooner than ninety (90) instructional days into the school year (unless the teacher and site administrator have mutually agreed to an earlier date) and no later than thirty (30) calendar days prior to the end of the school year.
7. The Traditional Evaluation procedure shall normally include three (3) observations annually. More or fewer observations may be scheduled. Information collected during Peer Observation programs by teachers, staff, and/or administrators even as collected anecdotal information shall not be used in part or in whole in the evaluation of a teacher. The District shall notify the teacher being evaluated of the reasons for additional observations. The evaluation procedures shall include one lesson observation annually of at least thirty (30) minutes, but no longer than fifty (50) minutes. At the request of the evaluatee, the initial observation may be during a mutually agreed upon day and time.
  - a. Prior to the planned observation, the evaluator and teacher shall have the right to a pre-conference. The District Pre-Observation Conference Form may be used. Also, the evaluator and teacher shall have the right to a post-conference. The District Post-Observation Conference Form may be used.
  - b. Observations shall consist of evidence gathered through anecdotal records and/or video, to be determined by the teacher, post-observation analysis sheet, and the summary of the lesson written on the District Formal Classroom Observation Summary Form. The Summary Form of the observation shall be given to the teacher within ten (10) working days of the observation.
  - c. In the event that an observation contains identified concerns, and evidence that teaching standards are not being met which could lead to an unsatisfactory evaluation, the evaluatee may request a review by the Superintendent or his/her designee, whose decision is final. Identified concerns will be presented in writing to the teacher. In addition, a suggested action plan will be outlined for implementation. The teacher has a choice of participating in a voluntary assistance program while continuing with the traditional evaluation process which will consist of subsequent evaluations. Or the teacher may select to continue with the traditional evaluation process consisting of subsequent evaluations and principal support only.

1. Principal Support Only

If the teacher selects to follow a traditional evaluation process the action plan will be implemented through the support of the administrator.

- a. If the participating teacher is following a traditional path in the evaluation process, a second formal observation will be scheduled no sooner than thirty (30) instructional days.
- b. In the event performance standards are not met, the site administrator must again present in writing to the teacher the identifiable concerns. The action plan is revisited, modified as necessary, and the teacher will continue implementing components of the plan.
- c. A third formal observation will be scheduled following the continued implementation of the action plan. The observation will be no sooner than thirty (30) instructional days after components of plan have been completed at a mutually agreed upon date.
- d. The end of year evaluation is given. If a teacher receives a “1” (practice not consistent with standards and expectations) as a cumulative rating in any one or more of the six standards the teacher will be automatically referred to the Peer Assistance Review process.

## 2. Voluntary Assistance Support

- a. If the teacher selects to follow a path of voluntary assistance an action plan will be developed that could include the assistance of a consulting teacher, professional training, or the development of an Individual Professional Plan (IPP). This assistance plan will be reached through mutual agreement between the teacher and site administrator. If agreement cannot be reached, the final decision will be the responsibility of the Joint Panel.
- b. A second formal observation will be scheduled following the reasonable implementation of the action plan. The observation will be scheduled no sooner than thirty (30) instructional days after components of plan have been completed, at a mutually agreed upon date.
- c. In the event that performance standards are not met, the site administrator must again present in writing to the teacher the identifiable concerns. The action plan is revisited, modified as necessary, and the teacher will continue implementing components of the plan.

- d. A third formal observation will be scheduled following the continued implementation of the action plan, no sooner than thirty (30) instructional days after components of plan have been completed, at a mutually agreed upon date.
    - e. The end of year evaluation is given. If a teacher receives a “1” (practice not consistent with standards and expectations) as a cumulative rating in any one or more of the six standards the teacher will be automatically referred to the Peer Assistance Review process.
8. Teachers selecting an alternative supervision procedure shall conference prior to January 31, with an administrator to determine future steps or to move to traditional evaluation.
9. The end of the year evaluation shall be in writing and a copy of the evaluation report shall be furnished to the evaluatee. The teacher shall be given the opportunity to append written statements of his/her views to the evaluation report, and such statements shall be included in the teacher’s personnel files.
10. If the evaluatee is performing in an effective or commendable manner, the report shall so indicate. If the evaluatee is not performing in a satisfactory manner, the report shall describe the areas of needed improvement and recommendations as to how improvement can be effected. The evaluatee has the responsibility to implement the recommendations of the evaluator.
11. Teachers shall not be held responsible for any specific matters relating to the educational program over which they have no authority.
12. The negative factors in evaluation shall be communicated to teachers before the evaluation procedure is completed.
13. Teachers shall have access to their personnel files and the right to have copies of materials therein, subject to reasonable regulation. Teachers shall be notified at least three (3) working days prior to derogatory material being placed in their files.

## XXVI. PEER ASSISTANCE AND REVIEW

### 1. Program Components

There shall be a Peer Assistance and Review (PAR) Program for certificated personnel as PAR funds permit. The program shall have three distinct components:

#### a. Participating Teacher Peer Coaching Program

This component shall provide peer assistance and review to first year teachers (interns, teachers on emergency credentials, etc.) through peer

coaches at a ratio of 1:15. (Compensation will be listed on the Stipend Page)

b. Beginning Teacher Support and Assessment (BTSA) Program

This component of the Program shall be supported by the BTSA project funds. PAR funds shall be used to supplement this program as needed. BTSA support providers shall provide service at a ratio of no more than 1:3 unless approved by the Joint Panel.

c. Permanent Teacher Assistance Program

This component of the Program is designed to provide assistance to permanent teachers in the District.

1. A teacher can be accepted into the PAR program as a Voluntary Participating Teacher. In this case, PAR documentation will not be placed in the personnel file.
2. A teacher can be required to participate in the program through the teacher evaluation process outlined in the NCL contract evaluation procedures and documentation of participation will be placed in the personnel file.
3. This program shall not deal with teacher's employment issues which arise from allegations of neglect of duty or misconduct. These issues are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and Article XXVI of this Contractual Agreement.

2. Miscellaneous Provisions

- a. The Peer Assistance and Review Program shall be reviewed annually by both the Joint Panel and Superintendent. The report will be given to the Board. In the event the Board feels the panel is not executing its responsibility, they may request the formation of a new Joint Panel or the end of the program.
- b. In the event that a grievance dealing with PAR related issues proceeds through the grievance procedures to the level of arbitration, the arbitrator's decision will be binding.

3. Joint Panel

- a. The Joint Panel shall consist of five (5) members, the majority of whom shall be certificated classroom teachers, who are chosen to serve by the Association. The Panel membership shall include an elementary, middle, and high school teacher and two administrators named by the Superintendent. The President of the Association

and Superintendent of Schools will not participate on the Panel. The members will receive a stipend of \$500.00 to compensate for their time serving on this panel.

1. The Panel members shall serve two years. All Panel members will be required to adhere to the guidelines for participation including confidentiality, attendance, etc. Failure to do so will result in dismissal from the panel.
2. The panel will be chaired the first two years by a teacher representative, and the following two years, by a member selected by the District. The chair will thereafter rotate on an biannual basis between Association and District members. An additional stipend of \$500.00 will be awarded to the Panel Chair.
  - a. The chairperson will draft reports to the board, write agendas, facilitate meetings, and distribute minutes to the panel.
  - b. All administrative duties of the panel shall be the responsibility of the chairperson.

b. Procedures

1. The Joint Panel shall establish its own meeting schedule. If the Panel exceeds twenty (20) hours of after school meeting time, they may use release time as needed. When teachers who are members of the Joint Panel are released from their regular duties to attend meetings, they will participate without the loss of pay or benefits.
2. The Panel shall be assisted by a Teacher Support Services Coordinator, CT Supervisor. This person will supervise the Consulting Teachers, provide necessary training, and provide program support as the Panel may require.
3. The Joint Panel shall have the authority to accept or reject referrals and/or volunteers. Referred teachers have an opportunity to appear before the Joint Panel prior to its determination, in opposition to such a referral. If the Joint Panel accepts the recommendation participation is mandatory.

c. Responsibilities

The Joint Panel will be responsible for the following:

1. Provide annual training and/or updates of training for the Joint Panel members.
2. Establish its own bylaws and rules of procedure, subject to Board approval, including the selection and responsibilities of the Chair and dates/deadlines of reports.

3. Select Consulting Teachers and provide for their training. Work with the Assistant Superintendent in coordinating staff development recommendations from sites as well as funding for these purposes and the BTSA program. The Assistant Superintendent in charge of staff development and projects will be available to the Joint Panel in an advisory capacity as needed.
  4. Priorities for funding:
    - a. Referred Permanent Participating Teacher
    - b. Voluntary Permanent Participating Teacher
    - c. Participating Teachers in BTSA
    - d. Beginning Teachers in District Coaching Program
    - e. Professional Development Programs
    - f. Other
  5. Send written notification of participation in the PAR program to the Participating Teacher, the Consulting Teacher who is selected to work with the individual, and the site principal.
  6. Review reports prepared by Consulting Teacher(s).
  7. Make recommendations to School Board about referred teachers, including names of participants who have not improved after “sustained assistance” and who are not able to demonstrate satisfactory improvement.
  8. Evaluate annually with the Superintendent, the impact of PAR and provide copies of the Final Report of Recommendations for the Improvement of PAR to the School Board and Teachers Association.
- c. Confidentiality
1. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Joint Panel members and Consulting Teachers may disclose to the School Board and/or Superintendent such information only as necessary to administer this program.
  2. The District shall defend and hold harmless individual Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this program. The District will pay legal costs and fees in such actions.
4. Participating Teachers
- a. Definitions

1. Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject matter and/or related aspects of his/her teaching performance as a result of an unsatisfactory final evaluation\* as described in the Evaluation Procedures of this contract.
2. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer PT may terminate his/her participation in the PAR program at any time.\*
3. BTSA Participants
4. First Year Teachers (non-BTSA)

\*PAR participation does not exempt a teacher at any time from the District's evaluation process.

b. Procedures

Any Participating Teacher with permanent status may select his/her Consulting Teacher from the Panel of Consulting Teachers provided by the Joint Panel. A different Consulting Teacher may be selected no more than twice to work with the Participating Teacher at any time during the process when requested by the Participating Teacher or the Consulting Teacher.

c. Responsibilities

Meet with the Consulting Teacher. Follow through with the action plan. Follow procedures when disagreements arise between the course of action selected by the Consulting Teacher and that of the Participating Teacher. (See below.)

d. Confidentiality

All communication between the Consulting Teacher, Support Provider, and Peer Coach and their non-referred Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall be not shared with others including the evaluating administrator or the Joint Panel. Communication between the Consulting Teacher and Referred Participating Teacher shall also be confidential. However, the summative report by the Consulting Teacher shall be shared with the Joint Panel. The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his/her choice.

## 5. The Consulting Teacher/Support Provider/Peer Coach

### a. Definitions

1. The qualifications for a Consulting Teacher, Support Provider, Peer Coach are:
  - a. a credentialed classroom teacher with permanent status.
  - b. have substantial, recent classroom experience.
  - c. shall demonstrate exemplary teaching ability, as indicated by effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
2. The term of the Consulting Teacher shall be one year. A teacher may apply to serve for additional terms. A teacher shall not be appointed to an administrative position in the district while serving as a Consulting Teacher. Upon completion of his or her service as a full time released Consulting Teacher, a teacher shall be returned to his/her previous assignment and will retain grade, site, track and district levels of seniority status.
3. The Consulting Teacher and Peer Coach will be trained through a district provided program which includes coaching, support and assessment.

### b. Procedure

1. In filling a position of Consulting Teacher, each applicant will be required to submit three reference letters from individuals with specific knowledge of his or her expertise, as follows:
  - a. a reference from an administrator
  - b. a reference from an association representative or association executive board member
  - c. a reference from another classroom teacher.
2. All applications and references shall be treated with confidentiality. Based on a review of the applications, the Panel will select candidates for an interview.
3. Support Providers selected will receive the Stanislaus County per-client stipend:
  - a. \$2,000 for one client;
  - b. \$3,150 for two clients;
  - c. \$4,300 for three clients;

d. Increments of \$1,500 will be added for each additional client.

Part time Consulting Teachers will be prorated at the Teacher Hourly Rate for Extended Service specified in Appendix C for their service, planning, and other related professional development projects, as funds permit.

4. Funds shall be set aside for the Consulting Teachers, Support Providers, and Peer Coaches to purchase materials, release days and/or conferences related to the goals of the PAR Program.
5. The Consulting Teacher, Support Provider, or Peer Coach shall maintain all rights of bargaining unit members.

c. Responsibilities

1. Part time Consulting Teachers shall have a caseload responsibility of no more than three Participating Teachers (unless approved by the Joint Panel).
  - a. Referred Participating Teachers in need of assistance count as two clients in a caseload.
  - b. First Year (non-BTSA) Teachers shall receive no less than 20 hours a semester from the Peer Coach.
  - c. Referred Participating Teachers shall receive no less than 25 hours of assistance per semester from the Consulting Teacher.
2. Consulting Teachers/Support Providers/Peer Coaches shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities which in their professional judgment will assist the Participating Teacher.
3. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, establish mutually agreed upon performance goals, develop the assistance plan, and develop a process for determining successful completion of the PAR Program.
4. The Consulting Teacher or Support Provider shall conduct observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post observation conferences.
5. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher using the NCL Teacher Evaluation Rubric to provide feedback for discussion and review.

6. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher for the duration of the Assistance Plan or until he/she concludes further assistance is not productive.
7. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Panel. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report.
8. The Consulting Teacher shall submit a final report to the Joint Panel. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Panel, and to be represented at this meeting by the Association representative of his/her choice.
9. The final decisions of the Joint Panel concerning the placement and progress of all participating teachers shall be binding.

d. Confidentiality

The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his/her personnel file, and may be used in the evaluation of the Referred Participating Teacher. Teachers who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.

## XXVII. INDUCTION PROGRAM

### 1. The Induction Program/Process

The induction process includes a program that provides support for teachers with preliminary credentials. Those teachers with preliminary credentials, or practicing teachers (PTs) are partnered with a well-qualified teacher with a clear credential, otherwise known as a Support Provider (SPs). The SPs will meet with PTs on an ongoing basis to provide what is expected by the Induction program with which the District is associated. For SPs to be selected, they must first apply and interview to determine if they meet the qualifications established by the Induction program and by the District.

Once the initial interviews are completed, selected SPs may be asked to work with additional PTs. Also, other teachers may be asked to become SPs based on the number of PTs that are within the District. Selection of the additional SPs will be based on the "best fit" for the PT and the District.

Support Providers selected will receive the District per-PT stipend, as a percentage of cell E-14 on the Salary Schedule:

- a. 2.40% for one PT;
- b. 3.80% for two PTs;
- c. 5.15% for three PTs;
- d. Increments of 1.80% will be added for each additional PT.

## 2. Mentor Teacher Program

The Mentor program is designed to assist those teaching who are in process of attaining a preliminary credential, identified as pre-credential or intern teachers, (ITs). Colleges and programs that offer an intern program require that the District establishes a mentor program, where a teacher works with an IT to assist with ensuring that the basic needs of the IT are addressed. The mentor program is intended to not be as time consuming as the work of a SP in the Induction program. For mentors to be selected, they must first apply and interview to determine if they meet the qualifications established by the District.

Once the initial interviews are completed, selected mentors may be asked to work with additional interns. Also, other teachers may be asked to become mentors based on the number of interns that are within the district. Selection of the additional mentors will be based on the “best fit” for the intern and the District.

Mentors selected will receive the District per-IT stipend, as a percentage of cell E-14 on the Salary Schedule:

- a. 0.60% for one IT;
- b. Increments of 0.60% will be added for each additional IT.

## XXIII. GRIEVANCE

### 1. Definitions

- a. A “grievant” is the person or persons covered by the terms of this Agreement or the Association making the claim.
- b. A “grievance” is the claim by one or more grievants that there has been a violation of a provision of this Agreement.
- c. A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- d. The “immediate supervisor” refers to the supervisor having immediate jurisdiction over the grievant.

- e. "Days" refers to days on which teachers are in attendance.

## 2. Purpose

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to an alleged violation of this Agreement. Both parties agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- b. Nothing contained herein will be construed as limiting the right of any grievant having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted provided the adjustment is not inconsistent with the terms of this Agreement.
- c. Since it is important the grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums. Failure to proceed to the next step within the specific time limit will preclude any further appeal on the grievance. The time limits may, however, be extended by mutual written agreement of the Superintendent and the Association.

## 3. Procedure

- a. Level One: Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.
- b. Level Two: Within twenty (20) days after the grievant knew or should have reasonably known of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the district grievance form to his/her immediate supervisor, with a copy to the Superintendent and the Association. This shall be a statement of the grievance, including the specific provision of the Agreement allegedly violated, the circumstances constituting such alleged violation, the decision rendered at the informal conference, and the specific remedy sought. The immediate supervisor shall communicate his/her decision to the grievant, Superintendent and the Association in writing, within ten (10) days after receiving the formal grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.
- c. Level Three: If the grievant believes the decision at Level Two to be incorrect, he/she may within ten (10) days appeal the decision on the appropriate district grievance appeal form to the Superintendent or his/her designee. Within ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet the grievant and/or the grievants representative to resolve the grievance. The Superintendent or his/her designee shall communicate his/her decision to the grievant, the immediate supervisor, and the Association within fifteen (15) days. If the Superintendent or his/her designee

does not respond within the time limits provided, the grievant may appeal to the next level.

- d. Level Four: If not satisfied with the disposition of the grievance at Level Three, or if there has been no written decision, the Association may submit the grievance to arbitration within twenty (20) days. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of submission of the grievance to arbitration, the grievance shall be submitted to the State Conciliation and Mediation Service.

The arbitrator's decision will be in writing. The arbitrator will be without power or authority to alter, amend or modify this Agreement, or to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Superintendent, grievant and the Association, and shall be binding to all parties.

All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them. Expedited arbitration may be used by mutual agreement.

- e. Level Five: Subject to timely inclusion, the decision of the arbitrator shall be acted upon not later than the next regularly scheduled Board meeting whose agenda date was subsequent to the receipt of the decision.

#### 4. General Provisions as to Grievances

- a. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the rights of the District to take the action which is the subject of the grievance.
- b. All documents, communications, and record dealing with the processing of a grievance will be filed in a separate grievance file.
- c. No reprisals of any kind will be taken against any grievant, any party of interest, any member of the Association, any unit member, or any other participant in the grievance procedure by reason of such lawful participation.
- d. A teacher may be represented at all stages, except Level One by himself/herself or, at his/her option, by a representative of the Association. The Association has the right to be present at all levels above Level One. The Association shall have the right to grieve on alleged violations of rights specifically granted the Association in this Agreement. The parties will make good faith effort to consolidate grievances involving two or more teachers, but the District reserves the right to separate group grievances.

- e. In processing grievances, the parties will make a good faith effort to avoid interruption of assigned duties and district operations and the involvement of students.
- f. References to specific administrative personnel in this procedure shall include “Designee.”
- g. In the event a grievance cannot be processed by the end of the school year, the time limits set forth herein will be reduced so the procedure may be exhausted prior to the end of the school year or as soon as is practicable.
- h. A grievance may be initiated at Level 3 if the act giving rise to the grievance was committed at a level above the immediate supervisor.

## XXIX. PROFESSIONAL GROWTH

### 1. Longevity Stipends

- a. Longevity Stipends shall be awarded beginning with the 20<sup>th</sup>, 25<sup>th</sup>, and 30<sup>th</sup> year of District credited teaching service. “District credited teaching service” is defined as:
  - i. for teachers entering the district on or after July 1, 2001, as “years taught in the District”.
  - ii. for teachers entering the district prior to July 1, 2001, as “total years credited by the District”.

### 2. Salary Incentive Program

Newman-Crows Landing Teachers may elect to receive salary credit by participating in the professional growth activities that benefit the students, school and district. For each five-year period of service, 150 hours can be earned for an equivalent of ten (10) units of credit.

Professional growth hours must be aligned to the district strategic action plan, to district goals, individual professional goals or to site goals. The professional growth hours must be approved by the site principal and the superintendent’s designee in order for the hours to count towards salary advancement. Some professional growth may require verification that hours have been met by successfully completing a verification process.

- 3. The District/Site administration shall solicit teacher input regarding Professional Development Day topics and presenters.

### XXX. NEW SCHOOL OPENINGS

1. Sequence of Actions – When the District intends to open and operate a new school in the district, the District will employ means to involve teachers in the preparations as follows:
  - a. In the fall of the year prior to the new school’s opening, the District will choose the site administrator.
  - b. In the fall, the District will publish to staff the anticipated district-wide staffing structure.
  - c. The District will survey teachers regarding their assignment preferences.
  - d. In January, the District will choose the teaching staff for the new school, and any subsequent reassignments.
  - e. The District will involve the new school’s staff in the selection of furniture and equipment for the new school.
  - f. The District will involve the staff of all affected schools in planning for the start of the new school year.
2. Selection of Staff - Staff will be selected by the District in accordance with Article XXIII, Transfers, of this Agreement. Where practical, the District will first consider voluntary transfer requests.

### XXXI. PARTIES RIGHTS

1. Association
  - a. The Association shall have the right of access to areas in which employees work, before work, during break periods, lunch periods and after work, the right to use a District designated bulletin board, mailboxes, and reasonable use of facilities and access to information necessary for the Association’s representation of its members.
  - b. The Association shall also have right of access to the District’s electronic communication system in order to distribute to those represented by NCLTA copies of any District proposal for consideration.

#### 2. District

The District retains all of its powers and authority to direct, manage and control the operations of the District to the full extent provided by the law.

The exercise of the foregoing powers, rights and authority by the District shall be limited only by the express terms of this agreement and in conformity with the law.

## XXXII. MISCELLANEOUS PROVISIONS

1. Any individual contract between the District and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
2. The District retains the right to make and enforce rules and regulations not inconsistent with this Agreement.

## XXXIII. SAVINGS

If any provision of this Agreement is held to be contrary to law by a final court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

## XXXIV. NEGOTIATION PROCEDURES

1. It is the goal to have the Association provide its initial presentation by August 15.
2. As long as the parties desire to use Interest Based principles for problem solving, the initial presentation shall be submitted in an interest based format.
3. The parties shall begin negotiations on a successor Agreement following completion of the sun-shining of both proposals. Any agreement reached between the parties shall be in writing and signed by them.
4. The contract shall be extended through June 30, of that contract year.

## XXXV. COMPLETION OF MEET AND NEGOTIATE

This Agreement constitutes the entire agreement between the parties and concludes meet and negotiate on any subject except as otherwise provided in this contract.

## XXXVI. ORGANIZATIONAL SECURITY

(Fair Share)

1. Any unit member who is a member of the NCLTA/CTA/NEA or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member each months for twelve (12) months. Deductions for unit members who sign such authorization after the commencement of the

school year shall be appropriately prorated to complete payments by the end of the school year.

2. Any unit member who is not a member of NCLTA/CTA/NEA who does not make application for membership within thirty (30) days of the ratification of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit members may authorize payroll deduction for such fee in the same manner as provided in section 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 1, the Association shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in section 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
3. Any unit member who desires to be exempt from joining the Association or paying the representative fee because of religious beliefs or reasons of conscience shall file a claim of exemption with the Association within thirty (30) days following ratification of this contract or following the commencement of the member's working assignment. Such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under 501(c) (3) of Title 26 of the Internal Revenue Code:
  - a. Foundation to Assist California Teachers (FACT)
  - b. The Library Fund for the Newman-Crows Landing Unified School District
  - c. Orestimba Scholarship Fund (TOSCA)
  - d. The ARC of Stanislaus County (Association of Retarded Citizens)
  - e. Other alternatives which meet the above criteria shall be considered.

Such payment shall be made on or before October 31 of each school year, provided however, the unit members may authorize payroll deduction for such fee pursuant to Section I.

4. Proof of payment and a written statement of objection, pursuant to section 3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 1 and 2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to who payment in lieu of the service fee has been made. Such proof shall be

presented on or before October 31 of each school year, if payment is made by other than payroll deduction.

5. Any unit member making payments as set forth in sections 2 and 3 above and who requests the grievance or arbitrations provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
6. With respect to all sums deducted by the District pursuant to sections 1 and 2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.
7. The Association agrees to furnish any information needed by the District to fulfill the provisions of section 3 of this Article.
8. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, insurance programs, credit union, savings bonds, charitable deductions, or any other plans or programs jointly approved by the Association and the District.
9. The Association agrees to pay to District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

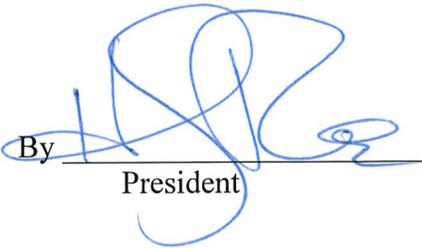
The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

XXXVII. SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective chief negotiators, and their signatures placed thereon, all on this 18 day of July, 2019.

NEWMAN-CROWS LANDING  
TEACHERS ASSOCIATION

NEWMAN-CROWS LANDING  
SCHOOL DISTRICT

By   
\_\_\_\_\_  
President

By   
\_\_\_\_\_  
Superintendent

XXXVIII. APPENDICES

APPENDIX “A” Salary Schedule Provisions

APPENDIX “B” 2019-20 Salary Schedule

APPENDIX “C” 2019-20 Extended Teacher Pay

APPENDIX “D” Differentiated Supervision Flow Chart

APPENDIX “E” District Medical Benefit / Cash-in-Lieu Incentive

APPENDIX “F” NCLUSD Grievance Submission Form

## SALARY SCHEDULE PROVISIONS

CLASS A – BA (Intern, Emergency, Other)

CLASS B – BA+30

CLASS C – BA+45

CLASS D – BA+60

CLASS E – BA+75

CLASS F – BA+90

RULES GOVERNING PLACEMENT, ADVANCEMENT AND GROWTH CREDIT

1. Placement on the salary schedule shall be on the basis of professional preparation and experience gained under credentialed service.
2. Effective with the 1996-1997 school year, teachers coming in to the district will be credited year for year for their experience in other public school districts.
3. A full year's experience is defined as seventy-five percent (75%) or more days taught in any school year.
4. Notice of intent to qualify for a higher class or longevity stipend must be filed with the Superintendent prior to June 1. Units shall be submitted to the Superintendent for review and recommendations. The District reserves the right to require prior approval of units.
5. All work accepted for movement to a higher class or longevity stipend must be completed along with transcripts and verification by October 25; however the District must receive, by August 1, unofficial verification of enrollment/participation in a class/program with a stated end date to receive salary schedule credit for that school year. This is due to the new STRS Penalty for Late Reporting of Earnings. Except for pass-fail courses, units shall not be eligible for salary credit unless earned with a grade of "C" or higher. In accordance with these provisions, the teacher will be placed in a higher class for the following year.
6. When a salary increase is granted and is reflected on the August 31 paycheck based on #5 above, and the class/program is not completed satisfactorily (and therefore, credit is not earned), the dollar amount of the increase will be deducted from the paychecks remaining in that fiscal year.
7. Only credit earned after the bachelor's degree has been awarded will be considered in advancing to a higher classification.

Newman – Crows Landing Unified School District  
2019-2020 Teacher Salary Schedule

STEP	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
	BA	BA+30	BA+45	BA+60	BA+75	BA+90
1	\$ 53,153	\$ 55,438	\$ 57,718	\$ 60,006	\$ 62,287	\$ 64,574
2	\$ 55,438	\$ 57,718	\$ 60,006	\$ 62,287	\$ 64,574	\$ 66,855
3	\$ 57,718	\$ 60,006	\$ 62,287	\$ 64,574	\$ 66,855	\$ 69,140
4	\$ 60,006	\$ 62,287	\$ 64,574	\$ 66,855	\$ 69,140	\$ 71,426
5	\$ 62,287	\$ 64,574	\$ 66,855	\$ 69,140	\$ 71,426	\$ 73,709
6	\$ 64,574	\$ 66,855	\$ 69,140	\$ 71,426	\$ 73,709	\$ 75,991
7	\$ 66,855	\$ 69,140	\$ 71,426	\$ 73,709	\$ 75,991	\$ 78,275
8	\$ 69,140	\$ 71,426	\$ 73,709	\$ 75,991	\$ 78,275	\$ 80,561
9	\$ 71,426	\$ 73,709	\$ 75,991	\$ 78,275	\$ 80,561	\$ 82,846
10		\$ 75,991	\$ 78,275	\$ 80,561	\$ 82,846	\$ 85,134
11			\$ 80,561	\$ 82,846	\$ 85,134	\$ 87,415
12				\$ 85,134	\$ 87,415	\$ 89,701
13					\$ 89,701	\$ 91,986
14					\$ 91,986	\$ 94,264

BENEFIT CAP \$ 8,400

YEAR 20 \$ 1,000 Longevity Stipend

YEAR 25 \$ 2,000 Longevity Stipend added to year 20 longevity

YEAR 30 \$ 3,000 Longevity Stipend added to year 25 longevity

Master's Degree Stipend: \$ 1,100

Revision Date: 04/08/19

Board Approval Date: 05/13/19

## 2019-2020 EXTENDED TEACHER PAY

Stipends	Percentage of Class E / Row 14	\$ 91,986
Athletic Director, Junior High	3.75%	\$ 3,449
Athletic Director, OHS	6.00%	\$ 5,519
Yearbook, High School	5.00%	\$ 4,599
Yearbook, Junior High w/o Class	2.50%	\$ 2,300
Yearbook, Junior High w/ Class	1.00%	\$ 920
Journalism w/o Class OHS or Yolo	2.50%	\$ 2,300
Journalism w/ Class OHS or Yolo	1.00%	\$ 920
Cheerleader Advisor	5.00%	\$ 4,599
Marching Band Instructor OHS	3.00%	\$ 2,760
Marching Band Instructor Yolo	3.00%	\$ 2,760
Color Guard Advisor OHS	2.50%	\$ 2,300
Drama Coach	3.00%	\$ 2,760
Music Director for Play	2.50%	\$ 2,300
Choreographer for Play	2.50%	\$ 2,300
Head Varsity Coach	3.00%	\$ 2,760
F/S Head Coach	2.50%	\$ 2,300
Assistant Coach	2.50%	\$ 2,300
Freshman Coach	2.00%	\$ 1,840
Junior High School Coach	1.50%	\$ 1,380
Junior High School Assistant Coach	1.25%	\$ 1,150
6 <sup>th</sup> Grade Camp Chaperone	0.75%	\$ 690
Academic Coach / Assignment	1.50%	\$ 1,380
GATE Teacher Coordinator (K-5)	4.00%	\$ 3,679
Site Webmaster	3.50%	\$ 3,220
District Webmaster	4.25%	\$ 3,909
FFA Advisor	6.00%	\$ 5,519
Lead Teacher	4.65%	\$ 4,277
Induction Support Provider (1 PT)	2.40%	\$ 2,208
Induction Support Provider (2 PTs)	3.80%	\$ 3,495
Induction Support Providers (3 PTs)	5.15%	\$ 4,737
** Each additional PT, 1.800% will be added	1.80%	\$ 1,656
Mentor Teacher – 1 Intern Teacher (IT)	0.60%	\$ 552
** Each additional IT, 0.600% will be added	0.60%	\$ 552
PHAST	2.40%	\$ 2,208
JPHAST	1.25%	\$ 1,150
HOURLY RATE FOR EXTRA DUTY ASSIGNMENTS	0.040%	\$ 36.79

Differentiated Supervision Flow Chart

**Develop Objectives Based on CA Teaching Standards**  
 Classroom Environment  
 Planning and Preparation  
 Delivery of Instruction  
 Assessment  
 Professional Growth  
 Interpersonal Skills

Gather Data (Observation)

Traditional Evaluation  
 All Probationary Teachers  
 Procedure  
 Pre-conference  
 Observation  
 Post-conference

Evaluation

Satisfactory

Unsatisfactory

Peer Coaching  
 Tenured Teacher Option  
 Procedure  
 Form coaching teams  
 Receive training  
 3 coaching rounds each  
 Pre  
 Data  
 Post  
 Mid year conference  
 End of year conference

Move to traditional observation prior to Jan. 31st

Evaluation

Action Research  
 Tenured Teacher Option  
 Procedure  
 Select focus area  
 Plan of action  
 Implement strategies  
 Gather data  
 Mid year conference  
 Observer provides feedback  
 Follow through on plan  
 Summarize findings / reflect  
 End of year conference

Move to traditional observation prior to Jan. 31st

Evaluation

Professional Portfolio  
 Tenured Teacher Option  
 Procedure  
 Form Support Group  
 Receive training  
 Complete portfolio plan  
 Collect artifacts  
 Mid year conference  
 Select and reflect  
 End of year sharing  
 End of year conference

Move to traditional observation prior to Jan. 31st

Evaluation

Appendix E

**Medical Benefit / Cash-in-Lieu Incentive Plan**  
**Continuous years of teaching in the district**

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Year 1 = \$0  
Year 2 = \$0  
Year 3 = \$0  
Year 4 = \$0  
Year 5 = \$500  
Year 6 = \$500  
Year 7 = \$500  
Year 8 = \$500  
Year 9 = \$500  
Year 10 = \$1,000  
Year 11 = \$1,000  
Year 12 = \$1,000  
Year 13 = \$1,000  
Year 14 = \$1,000  
Year 15 = \$1,500  
Year 16 = \$1,500  
Year 17 = \$1,500  
Year 18 = \$1,500  
Year 19 = \$1,500  
Year 20 = \$2,000  
Year 21 = \$2,000  
Year 22 = \$2,000  
Year 23 = \$2,000  
Year 24 = \$2,000  
Year 25 = \$2,500  
Year 26 = \$2,500  
Year 27 = \$2,500  
Year 28 = \$2,500  
Year 29 = \$2,500  
Year 30 = \$3,000  
Year 31 = \$3,000  
Year 32 = \$3,000  
Year 33 = \$3,000  
Year 34 = \$3,000  
Year 35 = \$3,000  
Year 35+ = \$3,000



Signature of Grievant: \_\_\_\_\_

Date Received by the District: \_\_\_\_\_

Signature of receiving administrator: \_\_\_\_\_

Immediate Supervisor's response to Level II:

Immediate Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received by Grievant: \_\_\_\_\_

Signature: \_\_\_\_\_

**LEVEL III**

- a. List the fact(s) and conclusion(s) which are being appealed and the reason(s) why the Level II decision is unacceptable.

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Date Received by Supt.: \_\_\_\_\_ Supt.'s Signature: \_\_\_\_\_

- b. Superintendent's decision:

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

Date Received by Grievant: \_\_\_\_\_ Grievant's Signature: \_\_\_\_\_

**LEVEL IV**

The Association is submitting this grievance to arbitration:

Date submitted: \_\_\_\_\_ By \_\_\_\_\_

Date Received by District \_\_\_\_\_ By \_\_\_\_\_

Arbitrator: \_\_\_\_\_

Decision of Arbitrator:

Signature of Arbitrator: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL V**

- a. Date arbitral decision placed on board agenda: \_\_\_\_\_
- b. Board acknowledges receipt of the arbitral decision.