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Agreement between the Newport-Mesa Federation of Teachers, Local 1794, American Federation of Teachers (AFT), AFL-CIO and the Newport-Mesa School District, 2000-2003

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Publication Date

2000

Metadata header

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IDnum 41 **Language** English **Country** United States **State** CA

Union AFT (American Federation of Teachers) AFL-CIO

Local Local 1794, Newport-Mesa Federation of Teachers

Occupations Represented
Teachers—preschool, kindergarten, elementary, middle, and secondary

Bargaining Agency Newport-Mesa School District

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2000 **EndYear** 2003

Source <http://www.nmft.net/contract.htm>

Original_format MS Word (unitary)

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ARTICLE 1. Agreement

Preamble

The District and Union agree to engage in the interest-based process for collective bargaining until such time as either or both parties find the process is no longer in their interest. Further, both parties agree that all relevant participants receive training in the interest-based negotiations process. Those participants include, but are not limited to, the District-Union negotiating team, school board members, N-MFT executive board, superintendent's cabinet, and the N-MFT's contract development committee. The District and N-MFT will work collaboratively to schedule training during the term of this agreement. (delete this section from 4.2.1, replace with new 4.2.1 below)

- 1.1 The articles and provisions contained within this agreement constitute a bilateral and binding agreement by and between the Board of Education of the Newport-Mesa Unified School District, hereinafter referred to as "District," and the Newport-Mesa Federation of Teachers, CFT/AFT/AFL-CIO, hereinafter referred to as "Union."
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code of the State of California.
- 1.3 The provisions of this contract shall apply to those employees who are designated under Article 2 below.
- 1.4 This agreement shall be effective on July 1, 2000 and shall remain in full force and effect until June 30, 2003. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated. This agreement will continue in full force and effect unless changed by mutual agreement of both parties.
 - 1.4.1 In 2000-2001, teacher incentive pay will be negotiated. In addition, an interest-based problem solving approach will be used to resolve implementation of Peer Assistance and Review, restructuring of the contract appendices which define Role and Recompense, implementation issues related to the new health and welfare benefits program, sick leave incentive, implementation of a catastrophic leave policy, development of a Staff Development Trust Agreement, revision of the restructuring agreement and implementation of extended learning academies. In addition, either party may re-open up to two articles. Resolution of these matters may result in a written agreement between the Federation and the District to amend this collective bargaining agreement when ratified by the parties.
 - 1.4.2 Notwithstanding the above, both parties agree that on or before the second Board of Education meeting in March of the 2001-2002 and February

2002-2003 school years, either party shall have the right to reopen up to three articles of choice plus unit member service calendar, salary and benefits.

1.4.3 By mutual agreement of both parties any other article may be negotiated to resolve problems.

1.5 The District shall appoint its representatives to contract committees, and the Newport-Mesa Federation of Teachers shall appoint its representatives to contract committees.

1.5.1 Contract committees shall present their recommendations to the Negotiating Team. Final agreement shall be subject to ratification by the Board of Education and by the Newport-Mesa Federation of Teachers.

ARTICLE 2. Recognition

2.1 The District recognizes the Union as the exclusive representative as defined by Section 3540.1(e) of the Government Code. The exclusive representative shall represent all certificated employees who are employed in positions listed in Section 2.1.1 below and who are either regular full- or part-time employees, whether permanent or probationary; or, temporary contract employees as defined by law.

2.1.1 Unit members include the following certificated employees:

Classroom and Resource Teachers

Special Education Teachers

Federal/Special Projects Teachers

Counselors

Librarians

Psychologists

Nurses

Resource Specialists

Program Specialists

Adult Education and other hourly certificated as defined in Article 18.1

2.2 The exclusive representative shall not represent employees who are substitutes, part-time hourly employees not working daily and who are employed for less than seventy-five (75) percent of the number of days of each school year, management or confidential employees listed in Section 2.2.1, or any other employee not specifically included in Section 2.1.1.

2.2.1 Superintendent

Deputy Superintendent

Assistant Superintendent

Directors

Coordinators

Principals

Assistant Principals

ARTICLE 3. Days and Hours of Employment

3.1 Days of Service

- 3.1.1 Unit members shall provide one hundred and eighty-five (185) days of service during the 2000-2003 school years, as enumerated in the Unit Member Service Calendar (Appendix C) for 2000-2001.
- 3.1.2 Unit members shall provide one hundred and eighty (180) student instructional days during the 2000-2003 school years.
- 3.1.3 When a unit member is required by the District to provide services prior to the commencement of, or after the end of, the Unit Member Service Calendar, the unit member shall be paid his/her per diem salary rate.

3.2 Hours of Service

- 3.2.1 Unit members shall spend such time at school and in school-related activities as is necessary to provide for student needs and a quality education program.
 - 3.2.1.1 Unit members shall be present at their respective classrooms, assignments or engaged in other school duties, unless otherwise directed by their immediate supervisor, no later than thirty (30) minutes before their first assignment.
 - 3.2.1.2 Except where the kindergarten option 2 class size reduction program is in effect, unit members teaching Kindergarten classes shall be available for assistance in the elementary instructional program. (EC 46118).
 - 3.2.1.3 Unit members teaching in a 7-12 school shall, regardless of teaching assignment, teach the same number of instructional minutes required for 9-12 unit members.
- 3.2.2 In instances of emergency, the District shall reserve the right to assign unit members responsibilities to protect the health and safety of students; however, no unit member shall be required to place his/her life or limb in jeopardy.
- 3.2.3 The number of instructional minutes per day for students for the 2000-2003 school year shall be as follows:

Kindergarten	200 Minutes per day
Grades 1-3	283 Minutes per day

Grades 4-6	330 Minutes per day
Grades 7-8	328 Minutes per day
Grades 7-12	348 Minutes per day
Grades 9-12	348 Minutes per day

The instructional minutes for the 2000-2003 school years shall meet the requirements of Education Code Section 46201 - 46206, inclusive.

3.2.3.1 Under a District-Union Trust Agreement, (See Appendix D) schools may apply for waivers to reconfigure instructional minutes for school improvement and staff development through the Joint Coordinating Committee for Restructuring.

3.2.3.1.1 Waivers regarding reconfiguration of instructional minutes that have been in place for three or more years will remain in effect without an annual waiver unless either the District or the Union requests a review of that continuing waiver. After three years, schools will resubmit waivers for review by the JCCR every three years.

3.3 Elementary Conference/Preparation Period

3.3.1 Each classroom teacher in grades 4-6 shall receive on a weekly basis a conference/preparation period equal to sixty (60) consecutive minutes per week (i.e. Wed.). The on-site workday shall not, however, be reduced as a consequence of the conference/preparation time for such members.

3.3.2 In addition to the conference/preparation time allotted in 3.3.1, each classroom teacher in grades 4-6 at the elementary school shall receive, on a weekly average basis, conference/preparation time equal to a minimum of eighty (80) minutes per week. Scheduling is to be determined with staff involvement.

3.4 Each unit member shall be entitled to a minimum thirty-minute (30) duty-free uninterrupted lunch break.

3.5 Each full-time unit member assigned to a regular classroom in grades 7-12 shall receive on a weekly basis the equivalent of one (1) planning, preparation, or conference period each day.

3.6 Each unit member who works at two (2) or more sites on one (1) day shall have sufficient time to travel between work sites.

- 3.7 General staff/faculty meetings will be limited to three (3) hours per month.
- 3.8 The District will provide opportunities for unit members to visit one (1) other classroom per year, within or outside the District for the purpose of improving instruction, with the approval of the principal, who will make the arrangements.
- 3.9 Non-Classroom Supervision

It shall be the responsibility of the school principal, with staff involvement, to assign non-classroom supervision duties to all school staff (including administration) in a fair and equitable manner.

ARTICLE 4. Union Rights

- 4.1 The District and the Federation recognize the rights of employees to freely form, join, and participate in activities of the representative employee organization.
- 4.2 The District shall provide reasonable release time for the Union negotiations team for the purpose of negotiating an agreement. Negotiations shall commence following the required public notice provisions of the California Government Code.
 - 4.2.1 The President of N-MFT and one bargaining unit member will meet with the Assistant Superintendent, Fiscal Services, or designee, at least twice each month to review the budget status including but not limited to expenditures, revenue and enrollment.
 - 4.2.1.1 An annual budget not to exceed \$6,000 will be allocated for costs associated with release time and/or extra hours for the bargaining unit member.
- 4.3 Communication with Bargaining Unit
 - 4.3.1 The Union may use District mail, telephones, faxes, e-mail and other electronic communication devices for direct correspondence to any individual. Unit-wide mailings shall be distributed through representative(s) of the Union at each site.
 - 4.3.2 A designated portion of one (1) bulletin board shall be provided to the Union for the posting of Union materials/information at each work site with certificated employees.
 - 4.3.3 The Union shall have the right to make brief announcements at faculty meetings, provided advance notice is given to the site administrator.
 - 4.3.4 Union representatives may contact unit members prior to and after required work hours and during lunch hours.
 - 4.3.5 The Union shall be granted use of District sites/facilities during times other than duty hours for Union meetings, provided that:
 - 4.3.5.1 A Use of Facilities request is filed at the District Office at least two (2) business days in advance of the requested use of the site;

- 4.3.5.2 No other use of the facility has been previously scheduled, requested, or granted.
 - 4.3.5.3 Any custodial services which are other than routinely required for the day of use shall be paid for by the Union.
- 4.4 The Union may designate up to (2) elected representatives who shall be granted partial service contracts, provided that:
 - 4.4.1 Any partial service contract is for fifty (50) percent of a regular employment contract or more; and
 - 4.4.2 For elementary unit members, the release time is provided on a semester basis unless by mutual agreement both the District and the Union agree that the release time does not interrupt the continuity of the educational program.
 - 4.4.3 The Union agrees to reimburse the District for costs as provided in Education Code Section 44987.
- 4.5 The Superintendent or his/her designee and Assistant Superintendent of Human Resources shall meet with the President and/or Vice President of the Union at regularly scheduled intervals and at other times as deemed necessary by either party to discuss items of mutual concern.
- 4.6 Organizational Security
 - 4.6.2 Dues Deduction
 - 4.6.2.1 As the exclusive bargaining agent, the Federation shall have the sole and exclusive right to have membership dues and representational service fees deducted for employees in the bargaining unit by the District. The Federation shall provide the District with a current schedule of its authorized dues and service fees.
 - 4.6.2.2 The District shall deduct dues from the wages of all full time or part time employees who are members of the Federation as of the effective date of this Article, or who later sign and deliver to the District an authorization form authorizing the deduction of membership dues and general assessments in the Federation. It is understood that after the effective date of this agreement July 1, 1994 any current member who resigns from the Federation will still be obligated to pay a service fee.

- 4.6.2.2.1 Pursuant to the signed authorization card, the District shall deduct one tenth of the dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
 - 4.6.2.2.2 A pro rata share of the membership dues or service fee shall be deducted for part time employees.
 - 4.6.2.3 All full-time and part-time bargaining unit members with an initial hire date after July 1, 1994, shall either become a member of the Federation or pay the Federation a representational service fee in an amount not to exceed the periodic dues and general assessments of the Federation for the duration of the Agreement.
 - 4.6.2.3.1 Employees being reinstated from layoff or returning from Leave of Absence within 39 months shall be considered current employees.
 - 4.6.2.3.2 Those rehired after 39 months will be considered to have a new hire date for the purpose of this article only.
 - 4.6.2.4 Bargaining unit members new to the District shall within thirty (30) days from the date they commence their assigned duties either become members of the Federation or pay to the Federation a representational service fee in an amount equal to membership dues and general assessments. No portion of the representational service fee shall be used for political purposes. Payment of such fees shall be made either by monthly payroll deductions or by cash payment directly to the Federation in one lump sum within thirty (30) days of the effective date of employment on or before October 1. In the event that an employee shall not pay such fee directly to the Federation, the Federation shall notify the District of said failure to pay and the District shall begin automatic payroll deduction as provided for in Section 45061 of the California Education Code. There shall be no charge to the Federation for mandatory representational service fee deduction.

- 4.6.2.5 The District shall not make service fee deductions from employees who are on unpaid status.
- 4.6.2.6 Employees who are members of a religious body whose teachings or tenants include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Federation; except that such employees shall have deducted, in lieu of the service fee, a sum equal to such service fee to be paid to either the Newport-Mesa Schools Foundation, or the United Way Fund, or the Red Cross. Such employees shall submit annually to the Federation a written request for exemption. If a reasonable doubt exists as to the validity of the employee's membership in the stated religious body, the employee shall submit written verification of membership from the religious body.
- 4.6.2.7 Nothing in this Agreement shall prohibit any employee from making direct payments to the Federation upon written notice to the District and the Federation.
- 4.6.2.8 The District agrees to promptly remit all dues or service fees to the Federation along with the alphabetical list of the employees for whom such deductions have been made, categorizing them as to member or non-member of the Federation, and indicating any change in personnel from the list previously furnished.
- 4.6.2.9 The Federation agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 4.6.2.10 The Federation agrees to indemnify and hold the District harmless from any legal claim arising out of this representational service fee provision subject to the following:
- A. The Federation agrees to pay all of the District's legal cost incurred in defending against any court action and/or administrative action before PERB challenging the legality or constitutionality of the Organizational Security provisions of this Agreement or their implementation.
 - B. The Federation shall indemnify the District from any judgment for damages or other liability incurred as a result of an action brought and sustained against the Organizational Security provisions of this Agreement or its implementation.

- C. The Federation shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 4.6.2.10. A or 4.6.2.10. B of this Article shall or shall not be compromised, resisted, defended, or appealed.

4.7 Publications and Documents

4.7.1 The District shall provide two (2) copies of the complete public agenda and supporting materials of the Board of Education through either the District mail or the U.S. mail, as directed by the Union. The distribution of the agendas to the Union shall be made on the same day as the material is forwarded to the Board.

4.7.2 All materials which are distributed by the Union must contain the date and source of such materials. In a case where only the Union's designation is indicated, it is recognized by the parties that the Executive Board of the Union shall be responsible for publication.

4.7.3 Directories

4.7.3.1 The parties agree that directories are for the exclusive use and convenience of unit members. Any use for commercial purposes, sale or providing of directories to commercial enterprises by unit members will be subject to disciplinary action.

4.7.3.2 The District shall provide one hundred (100) copies of the District's directory to the Union for distribution to its members. The directory shall contain the names, addresses, and work location of District employees, except for that information which is omitted at the employee's request.

4.7.3.3 The district telephone numbers shall contain the telephone number of the Union office.

4.7.4 The District shall provide to the Union not more than three (3) times per year, upon request, the names and addresses of unit members.

4.7.5 Copies of Contract and Ratification Agreement

4.7.5.1 One (1) copy of this agreement will be provided by the District to each unit member upon proper ratification by the bargaining unit. The District will provide the Union with an additional fifty (50) copies. Individuals may request a replacement copy of this agreement from the District Personnel Office.

4.7.5.2 The District will provide sufficient copies of the tentative agreement to the Union for their ratification procedures. The Union shall reimburse the District for one-half (1/2) of such tentative agreement printing/duplication costs.

ARTICLE 5. Safety Conditions and Educational Environment

5.1 Non-Hazardous Working Conditions

5.1.1 The District shall take all reasonable steps to provide safe and non-hazardous working conditions for the employees in order to promote safety and well being of the members of the bargaining unit. To ensure that exposure to unsafe conditions is minimized, unit members shall cooperate with the District in the implementation of its safety program and shall report any unsafe or potentially unsafe conditions to their immediate supervisor. OSHA standards shall be the final determinant of Health & Safety conditions at the work site.

5.2 Threats and Bodily Harm While on Duty

5.2.1 Any unit member who is threatened with bodily harm by an individual or group, or who suffers such bodily harm, while carrying out his/her assigned duties shall promptly make a report to the principal, who shall inform the Superintendent. The principal and the unit member shall jointly inform law enforcement authorities.

5.2.2 The District shall provide to the unit member reasonable cooperation in the identification of any alleged assailant(s) and/or witness(es) and in securing any physical evidence required by the unit member for preparation of a civil law suit against the assailant(s).

5.3 District Liability Insurance

5.3.1 The District shall provide liability insurance protection against any suits initiated against the District and its employees for actions or omissions by an employee within the normal course and scope of his/her District employment.

5.4 Reimbursement for Stolen Property

5.4.1 The District shall reimburse the unit member for personal property damaged or stolen, provided, however, that the site supervisor and the unit member agree that the property is a supplement to the instructional program, is registered with the immediate supervisor in writing, a value is stated at the time of registration, and the damage is not a result of the unit member's negligence. The maximum reimbursement under this section shall be fifty dollars (\$50) per registered item, unless the site/unit

administrator indicates the District is willing to assume a greater liability for an item.

5.5 Educational Environment

- 5.5.1 The District shall make reasonable effort to maintain the temperature in each classroom at a level conducive to a good learning environment.
- 5.5.2 The District will make a reasonable effort to limit classroom interruptions (such as messages, announcements, maintenance) to those that are necessary and essential to the operation of the school's day-to-day business.
- 5.5.3 While on duty, nurses shall be provided with a suitable location to enable them to carry out their confidential services in privacy.

5.6 Disaster Preparedness

- 5.6.1 Each site shall have a Disaster Preparation Advisor selected by the site administrator from among volunteers. The Disaster Preparation Advisor shall receive compensation in an amount equal to one (1) Role and Recompense Unit (Appendix B, Section 6.1.1).
- 5.6.2 The duties of the Disaster Preparation Advisor shall include working with the site administrator and faculty to insure implementation of the District Disaster Preparedness Master Plan.

ARTICLE 6. Evaluation

- 6.1 Evaluation: Purpose and Responsibility
 - 6.1.1 The intent of the evaluation shall be to maintain and improve the quality of the educational program.
 - 6.1.2 The site and/or unit administrator or his/her designee (who has been certified by the Board of Education) is responsible for the evaluation of unit members.
- 6.2 Evaluation Guidelines
 - 6.2.1 Temporary and Probationary unit members employed for at least 75% of the school year shall be evaluated at least twice each school year and permanent unit members shall be evaluated at least once in each two-school-year period.
 - 6.2.1.1 The first evaluation of Temporary or Probationary teachers shall occur prior to the winter recess. The final evaluation shall be completed no later than thirty days prior to the conclusion of the school year.
 - 6.2.1.2 Adult Education and other hourly certificated unit members employed in categorical programs shall be evaluated in their initial year of employment and at least once in each two-school-year period thereafter.
 - 6.2.3 Evaluations shall be based upon the N-MUSD Standards for the Teaching Profession, guidelines established by the Board of Education for goals, objectives, and performance of students and individual school goals and objectives as prescribed in Ed Code Section 44662.
 - 6.2.3.1 All evaluations shall include the following areas from the N-MUSD Standards for the Teaching Profession:
 - (a) Engaging and supporting all students in Learning
 - (b) Creating and maintaining effective environments for student learning
 - (c) Understanding and organizing subject matter for student learning
 - (d) Planning instruction and designing learning experiences for all students

- (e) Assessing student learning
- (f) Developing as a professional educator
- (g) Related responsibilities

6.3 Steps of the Evaluation

6.3.1 Planning Phase

6.3.1.1 During the planning phase, the evaluator shall indicate the criteria for evaluation as identified in 6.2.3 and shall identify the evaluator's and the unit member's roles and responsibilities during the evaluation period. The unit member may submit in writing a statement regarding any constraints which he/she believes would hinder his/her ability to achieve the goals, objectives, standards, and responsibilities upon which the evaluation is to be based. Any known supplementary materials to be included in the instructional plan shall be identified.

6.3.1.2 The planning phase shall be completed prior to the end of the sixth (6th) week of school.

6.3.2 Monitoring Phase

6.3.2.1 During the course of the monitoring phase, the evaluator shall monitor such activities of the unit member as he/she deems necessary to evaluate the unit member's progress toward meeting the District Standards for the Teaching Profession and other evaluation criteria as identified in 6.2.2. This monitoring phase shall include such observations as the evaluator feels necessary and such conferences as either the evaluator or unit member feels necessary.

6.3.2.2 If the evaluator indicates to a permanent unit member that improvement is required in meeting the N-MUSD Standards for the Teaching Profession and other evaluation criteria enumerated in 6.2.2, the evaluator shall indicate in writing to the unit member the following improvement plan:

6.3.2.2.1 Areas where improvement is needed;

- 6.3.2.2.2 Specific suggestions for improvement;
 - 6.3.2.2.3 Additional resources which may be utilized by the unit member to assist with improvement;
 - 6.3.2.2.4 The evaluator's role in assisting the unit member in improving;
 - 6.3.2.2.5 Techniques which will be used by the evaluator in measuring improvement. The unit member may require up to four (4) observations to be used as a measuring technique; and
 - 6.3.2.2.6 The time schedule to be used by the evaluator in future monitoring. The time schedule may extend to a subsequent school year.
- 6.3.2.3 The unit member shall take such remedial action as is necessary to correct any deficiencies which are cited by the immediate supervisor.
- 6.3.2.4 The unit member may voluntarily participate in the Peer Partners program to receive support from a consulting teacher in meeting the N-MUSD Standards for the Teaching Profession.
- 6.3.2.5 The unit member shall have the opportunity to initiate a written response to the improvement plan. Such response shall become a permanent attachment to the evaluation and shall be placed in the unit member's District personnel file. If subsequent remedial action does eliminate the deficiencies, such improvement shall be noted in the final evaluation.
- 6.3.2.6 Electronic or mechanical recording or listening devices shall not be used in the evaluation of a unit member without the unit member's consent.
- 6.3.2.7 Conclusions relative to an improvement plan shall not be included in a final evaluation unless the improvement plan commenced at least thirty (30) calendar days prior to the final evaluation.

6.3.3 Final Evaluation Phase

- 6.3.3.1 Unit members shall receive their final evaluation no later than thirty (30) calendar days prior to the close of the school year in which they are evaluated.
- 6.3.3.2 A meeting between the evaluator and the unit member shall be held regarding the final evaluation no later than the last school day on the Unit Member Service Calendar. The unit member may be accompanied by a Union representative at conferences held subsequent to the final evaluation conference. All evaluations shall be submitted to the District personnel file at the close of the school year, and all meetings and conferences shall be held prior to that time.
- 6.3.3.3 A unit member who receives an unsatisfactory evaluation in the areas of teaching methods/instruction or content knowledge shall be placed in the N-MUSD Peer Assistance and Review program, as prescribed in Education Code Section 44664 (b) and Article 7 of this contract.
- 6.3.3.4 The unit member shall have the opportunity to initiate a written response to the final evaluation. Such response shall become a permanent attachment to the evaluation and shall be placed in the unit member's District personnel file.

6.4 Alternative Evaluation

- 6.4.1 The alternative teacher evaluation process is designed to increase opportunities for professional growth available to the District's tenured teaching staff. It serves as an alternative to the traditional performance evaluation process to encourage accomplished teachers to continue their professional development and personal growth. The evaluation options provide flexibility, permitting teachers to grow in self-chosen areas of interest.
- 6.4.2 Participants will be tenured teachers who have consistently demonstrated competence in previous evaluations, and who wish to engage in a personalized program of professional growth. There will be no limitation on the number of participants at each site. The principal and teacher may determine a mutually agreeable alternative evaluation option.

6.4.3 Participating teachers will set meaningful goals which will serve as a focus for their professional growth, and establish suitable criteria for the evaluation of that growth.

6.4.4 At a conference held prior to November 1, the teacher and the administrator will agree on these goals, the evaluation option, and the criteria for evaluation.

6.4.5 General Guidelines

6.4.5.1 Teachers and administrators are encouraged to be creative in developing new or innovative options for use as evaluative tools. A wide variety of evaluation designs are possible. Some possible options are:

Portfolio: A portfolio serves as a compilation of materials selected by the teacher to create a record of actions taken and progress made in meeting his/her goals. Sample inclusions may be a log of activities, samples of student work, examples of newly developed curriculum, photographs, video tapes, or student evaluations of activities related to the teacher's professional growth goals.

Reflective Journal: A journal may serve as a mirror for a teacher's experience in the classroom. The act of written reflection upon one's teaching can focus efforts to refine teaching skills and lead to solutions for specific instructional challenges.

Peer Coaching: The purpose of the peer coach is to provide effective feedback on the teacher's progress toward professional growth goals through a series of meetings which may include pre-observation conferences, classroom observation, and discussion. The peer coach is selected by the teacher with the approval of the administrator. The teacher may also participate in the Peer Partners program.

Classroom Action Research: The teacher will select and identify a specific concept, instructional strategy, or theoretical approach to be studied in the classroom. The action research will involve an in-depth study of the effects of implementing a particular practice in the classroom

National Board Certification: Participation in the National Board Certification program meets the requirements of this

article and is recognized as one of the highest forms of professional development as an educator.

6.4.6 Assessment of Outcomes

6.4.6.1 In the planning process the teacher and administrator will determine the monitoring schedule. Prior to the end of the year, the teacher and administrator will meet to review the teacher's progress. A written report summarizing the alternative plan and results shall be placed in the teacher's file.

6.4.7 In the event that the alternative evaluation plan proves to be impractical, it may be discontinued by mutual consent of the teacher and administrator, and evaluation will revert to the standard District practice.

6.5 Personnel Files

6.5.1 A District personnel file shall be maintained at the District Office.

6.5.1.1 The District personnel file shall contain the evaluation of the unit member's performance and any attachments as provided in this Article.

6.5.1.2 Access to the files shall be limited to the unit member, persons authorized in writing by the unit member, or authorized District personnel. Records shall be maintained with each personnel file indicating purpose, date, and name(s) of person(s) to whom the file was released. Such records shall not be required of each person responsible for the file nor for clerical entries or routine filing of material.

6.5.1.2.1 Materials in the file shall be made available for inspection by the unit member provided, however, that such inspection is not to include ratings, reports, or records which were (1) obtained prior to the employment of the person involved, (2) prepared by identifiable examination committee members, or (3) obtained in connection with promotional examinations.

6.5.1.3 At the unit member's request, one (1) copy of evaluation materials in a unit member's personnel file, with the exception of materials exempted by 6.5.1.2.1, shall be provided by the District free of charge if copies have not previously been provided. At a unit member's request, duplicates of evaluation material previously provided shall be made available at an amount equal to the District's cost.

6.5.2 A site/unit personnel file may be maintained by the site/unit administrator.

6.5.2.1 The site/unit personnel file shall be maintained in or adjacent to the office of the site/unit administrator in a locked cabinet.

6.5.2.2 The file may contain only the following materials:

- progress;
- 6.5.2.2.1 Materials necessary to an evaluation in
 - 6.5.2.2.2 Copies of previous evaluations;
 - 6.5.2.2.3 Correspondence between the administrator and the unit member; and
 - 6.5.2.2.4 Other materials which are routine in nature and which are not derogatory.

6.5.2.3 Access to the site/unit personnel file shall be regulated as provided in 6.5.1.2 and 6.5.1.2.1.

6.5.2.4 Any materials used in the evaluation process, but not placed in the District personnel file, shall be removed and destroyed at the conclusion of the school year.

6.5.3 Entries/Retention of Materials in Personnel Files

6.5.3.1 Information of a derogatory nature, except for materials exempted by 6.5.1.2.1, shall not be entered or filed until the unit member is given notice and an opportunity to review and comment thereon. The employee shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon. Such review shall take place during normal business hours of the District and the employee may be released, at the employee's option, from duty for this purpose without salary reduction.

6.5.3.1.1 The unit member shall be informed of such information within ten (10) working days of

the relevant incident or within ten (10) working days of when the administrator could reasonably be expected to have knowledge of the relevant incident.

6.5.3.1.2 The unit member shall be informed of his/her right to respond.

6.5.3.2 Materials proven false or inaccurate shall be removed from the personnel file.

6.5.3.3 The unit member or evaluator shall have the right to include in the personnel file any material or information germane to the unit member's professional and related responsibilities. All materials in the personnel files shall be related to the unit member's assigned duties or professional responsibilities and shall be signed and dated by the originator of the material.

6.5.3.4 Anonymous letters or memoranda shall not be placed in the files.

6.5.3.5 Derogatory materials may be removed at the unit member's request after four (4) years.

ARTICLE 7. Peer Assistance And Review

The District and the Federation agree to work together to develop a structure to coordinate a comprehensive staff development program. The goals will be to optimize staff development for all certificated employees and to maximize funding. To accomplish that goal, the District and the Federation will explore establishing a new or modifying the current District/Federation Trust Agreement. One component of a comprehensive staff development program that the District and the Federation mutually agree is important is a Peer Assistance and Review program.

On April 6, 1999, Governor Davis signed AB 1X, the California Peer Assistance and Review Program (PAR), which took effect July 1, 1999. The Legislature declared the purpose of the legislation was to establish a teacher/peer assistance and review system as a critical feedback mechanism that allows exemplary teachers to assist veteran teachers in need of improvement in subject matter knowledge or teaching strategies or both. This legislation specifically outlines the parameters for teacher professional development and support through a peer assistance and review program.

Believing that improving the quality of teaching is the key to a strong, vital educational system, the Newport-Mesa Federation of Teachers and the Newport-Mesa Unified School District envision creating a professional development program to support each teacher who strives to become an exemplary teacher. The scope of the staff development program will be to provide a seamless support system for teachers from induction through retirement.

The purpose of the PAR program is to provide teachers with a peer support system to assist them in achieving their professional goals and in meeting the California State Teaching Standards. Working collaboratively the Federation and District will provide funding and appropriate contract language to support continual professional growth for all instructional staff. That support will begin with an induction program to orient and prepare new teachers for a successful career in teaching and continue through assisting teachers who wish to meet the requirements for National Board certification.

The PAR program will provide teachers with a consulting teacher and a support plan based on their individualized needs. For teachers referred to the program due to an unsatisfactory evaluation, PAR will provide intensive, ongoing support with periodic reports on their achievements toward mutual goals for a period up to two years. Teachers can also voluntarily request assistance from Peer Partners any time they need support for such things as grade level changes, classroom management, meeting components of the N-MUSD Teaching Standards, or other areas of need.

In implementing the PAR support program, the Federation and the District are jointly contributing to a culture of continual improvement for teachers in a supportive, risk-free environment.

The tenants and conditions under which the PAR program will operate are contained in the article that follows:

7.1 Joint Committee for PAR Governance

- 7.1.1 **COMMITTEE COMPOSITION AND SELECTION:** The Peer Assistance and Review Program will be administered by a Joint Committee which shall consist of seven members. Four members shall be certificated classroom teachers chosen by the Federation. The District shall select three administrators to serve on the Joint Committee. To promote continuity, the members of the Joint Committee shall serve staggered three-year terms. The Joint Committee shall have the latitude to call on additional resources as appropriate. The Chairperson of the Joint Committee will be selected annually by the Joint Committee. In 2000-2001, the position of Chair shall be a teacher. Any vacancy on the Joint Committee shall be promptly filled by the District or the Federation, as appropriate.
- 7.1.2 **DECISION MAKING PROCESS:** The Joint Committee shall make all decisions through consensus. Five of the seven Joint Committee members shall constitute a quorum for purposes of meeting and conducting business. The deliberations of the Joint Committee shall be closed and confidential.
- 7.1.3 **CONFLICT OF INTEREST:** A Joint Committee member shall neither participate in discussion nor vote on any matter in which he/she has a professional or personal conflict of interest. In the event that one of the Joint Committee members is the administrator who has deemed that a participating teacher's performance is unsatisfactory he or she shall remove himself or herself from the Panel during consideration and review of that participating teacher's case.
- 7.1.4 **COMPENSATION:** The Joint Committee's meetings will be scheduled and take place as determined by the Joint Committee, with a minimum of four (4) meetings annually. Should meetings occur during the workday, teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. Should meetings or other responsibilities occur after the regular workday, teachers will be compensated at the miscellaneous hourly rate established

in the current contract. Should full day meetings or training occur outside the regular work calendar, Joint Community members will be compensated at \$275.00 per day. For the 2000-2001 school year, teachers on the Joint Committee shall receive additional compensation of \$5,400 per year and \$275 per day for work or training conducted outside the regular work calendar. For the 2001-2002 school year and beyond, the Joint Committee members shall recommend to the District and Federation the stipend amount for the following year, with final approval of that stipend determined through the collective bargaining process between the District and Federation.

7.1.5 DUTIES AND RESPONSIBILITIES: The Joint Committee shall:

- 7.1.5.1 Develop internal operating procedures and recommend a budget for the PAR program. The operating procedures shall be consistent with the Collective Bargaining Agreement and the law pertaining to peer assistance and review.
- 7.1.5.2 Annually submit a budget to the Superintendent for Board of Education approval.
- 7.1.5.3 Provide on an ongoing basis to bargaining unit members and administrators orientation materials and information regarding the PAR program and any pertinent forms pertaining to the implementation of PAR through flyers, brochures, web pages, and presentations at staff meetings.
- 7.1.5.4 Provide annual training for the Joint Committee members and Consulting Teachers.
- 7.1.5.5 Determine the number of Consulting Teachers for any school year based upon the participation in the Peer Assistance and Review Program and other relevant considerations. Recommend to Human Resources the number of Consulting Teachers and subject area experts in any school year to assist in hiring replacements for those positions as needed.
- 7.1.5.6 Establish a procedure for the application and selection as a Consulting Teacher. The Committee shall also determine the term of service for Consulting Teachers and put in place a procedure for removal of a Consulting Teacher.
- 7.1.5.7 Provide training for Consulting Teachers

- 7.1.5.8 Select the Consulting Teacher and the appropriate support/resources for the Referred Participating Teacher and for the selected Volunteer Participating Teacher.
- 7.1.5.9 Review each referral to determine whether acceptance into the Peer Partner Program is appropriate.
- 7.1.5.10 Provide written notice to the Participating Teacher who will be his/her appointed Consulting Teacher. Copies of said notice will also be submitted to the Consulting Teacher and evaluating administrator.
- 7.1.5.11 Evaluate the effectiveness of Consulting Teachers. Removal shall be at the discretion of the Joint Committee. The Joint Committee shall provide the Consulting Teacher with a written statement of the reasons for removal and meet with the Consulting Teacher to discuss the reasons upon request.
- 7.1.5.12 Review the report prepared by the Consulting Teacher and forward the names of individuals to the Board of Education who do not make significant improvement toward meeting expectations in the Peer Assistance and Review Program.
- 7.1.5.13 Evaluate annually the impact of the Peer Assistance and Review Program and develop recommendations to improve the Program as per Education Code Section 44502.2.D. That report will be shared with the District and the Federation.
- 7.1.5.14 Forward to the Human Resources Division by June 30 of each year formative and summative reports relative to Referred Participating Teachers in the PAR Program. These records shall be filed separately from the individual personnel records with the exception of the Consulting Teacher's final report. Access to the records filed separately in Human Resources Office will be made available only to the Participating Teacher, current evaluator, and Human Resource administrator. Should a teacher be referred for an additional year to PAR, these records will be made available to the Joint Committee and current Consulting Teacher. Either the evaluator or the Referred Participating Teacher may choose to have the Consulting Teacher's final report included in the annual evaluation.

7.1.5.15 Members of the Joint Committee may be recommended to the appointing group (Federation or District) for removal from office for lack of attendance at required meetings, breach of confidentiality, or other behaviors contrary to the purpose and effective operation of the Committee.

7.2 Consulting Teachers

- 7.2.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher in the Peer Assistance and Review Program. Consulting Teachers shall possess the following qualifications:
- 7.2.1.1 Credentialed as a classroom teacher with permanent status;
 - 7.2.1.2 Minimum of five (5) years of recent classroom teaching experience in the District and a minimum of seven (7) years K-12 classroom experience;
 - 7.2.1.3 Demonstrated exemplary teaching ability as measured by the N-MUSD Standards for the Teaching Profession;
 - 7.2.1.4 Demonstrated effective communication skills;
 - 7.2.1.5 Demonstrated ability to build trust and work cooperatively with teachers, administrators and others.
- 7.2.2 **TERM OF SERVICE:** The term of service for Consulting Teachers will be three years contingent on annual renewal by the Joint Committee. A Consulting Teacher shall return to a classroom assignment for a minimum of one year before reapplying to be a Consulting Teacher.
- 7.2.3 **RIGHT TO RETURN:** If a Consulting Teacher's assignment involves being released from the classroom, upon completion of the assignment, the teacher may return to the school (and department and level) in which the teacher taught before assuming the Consulting Teacher position. If there is no appropriate opening or if the Consulting Teacher chooses not to return to his/her previous site, that Consulting Teacher shall have first priority to open positions within the District for which he/she is qualified.
- 7.2.4 **DUTIES AND RESPONSIBILITIES:** The Consulting Teacher shall provide assistance to Participating Teachers in improving instructional performance. This assistance may include, but not be limited to, direct and indirect support both inside and outside the classroom. The Consulting

Teacher will develop a cooperative relationship with the evaluating administrator that will support the Participating Teacher's improvement on the collaboratively developed Individual Performance Plan. Consulting Teachers will be required to attend training programs designed to prepare them for their role.

- 7.2.5 APPLICATION: Each Applicant for the position of Consulting Teacher is required to submit a completed application that includes a minimum of five references from individuals with specific knowledge of his or her expertise and/or classroom practice. One of the references will be from an administrator and another from an NMFT representative. All applications and references shall be treated with confidentiality.
 - 7.2.6 SELECTION: Consulting Teachers shall be selected by consensus of the Joint Committee after candidates have had classroom observations by at least three members of the Joint Committee.
 - 7.2.7 HOURS/WORK DAY: Consulting Teachers may be full-time release, part-time release, or stipended for work after regular working hours. Consulting Teachers who are not full-time release, with prior approval by the Joint Committee, shall be released from regular duties without loss of pay or benefits when it is necessary to carry out their responsibilities during the school day. Training for Consulting Teachers will take place on a combination of release time and non-work time, with appropriate compensation.
 - 7.2.8 COMPENSATION: Full-time released Consulting Teachers will receive an annual stipend of \$5,400.00 and be paid a daily rate of \$275.00 for duty days served outside the regular work calendar. (Part-time consulting teacher stipend to be negotiated.)
 - 7.2.9 CASELOAD: The caseload for the Consulting Teachers will be developed by the Joint Committee. A weighted value per type of participant will be factored into the determination of caseload.
- 7.3 Referred Participating Teacher
- 7.3.1 A Referred Participating Teacher is an experienced teacher with permanent status who is referred to the PAR program as the result of an unsatisfactory evaluation in areas 1-6 of the N-MUSD Standards for the Teaching Profession. Referred Participating Teachers shall be notified by the Joint Committee in writing of their placement in the program and the Consulting Teacher assigned to them. For Referred Participating Teachers

with an unsatisfactory evaluation in standards 1 through 6 of the N-MUSD Standards for the Teaching Profession, the process for peer assistance and review will be as follows:

- 7.3.1.1 The evaluating administrator identifies a Referred Participating Teacher through an unsatisfactory evaluation as defined in Article 6, Section 2, of the Collective Bargaining Agreement. The evaluator shall provide specific written recommendations for improvement in the summative evaluation. The evaluator shall continue to be solely responsible for the participating teacher's evaluation.
- 7.3.1.2 The evaluator and the assigned Consulting Teacher shall meet with the Participating Teacher to discuss the recommended areas of improvement and the types of assistance to be provided by the Consulting Teacher as requested by any one of the parties. The document produced as a result of this meeting is the Individual Improvement Plan (IPP).
- 7.3.1.3 The Consulting Teacher shall assist the Participating Teacher in improving in the areas identified by the IPP. The Consulting Teacher will review the IPP, provide assistance in these areas and conduct multiple observations of the Participating Teacher.
- 7.3.1.4 If a teacher in the PAR Program receives written progressive discipline notice, i.e. letter of warning, reprimand, etc. in area(s) identified in the IPP, that written material provided to the teacher should be provided to the Consulting Teacher within ten (10) days.
- 7.3.1.5 By April 10th, the Consulting Teacher shall prepare an annual written report that describes: (1) the assistance provided to the Participating Teacher; and (2) the results of the assistance in the targeted areas. This report shall be submitted to the Joint Committee, the Participating Teacher, and the evaluator.
- 7.3.1.6 By May 1, the Joint Committee shall report in writing to the participating teacher, evaluating administrator, the Federation, and Board of Education that either:
 - a) The permanent teacher has demonstrated satisfactory improvement in meeting the goals identified in the Individual Performance Plan and will no longer be a required participant in PAR; or

- b) The intervention be extended to a second year because significant progress is being made toward meeting goals set in the Individual Improvement Plan, although the permanent teacher may not have yet demonstrated proficiency in the NMUSD Standards for the Teaching Profession; or
- c) The Joint Committee does not recommend further assistance and remediation through the PAR program. Documentation of the support provided to this teacher shall be submitted with this recommendation. The District may continue to employ the teacher, or may, at its discretion, initiate dismissal proceedings.

7.3.1.7 Nothing herein shall modify or in any manner affect the rights of the District and/or Board of Education under provisions of Education Code relating to the employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code section 44938.

7.4 Referred Teacher Due Process Rights

- 7.4.1 The referred teacher shall be entitled to review all reports generated by the Consulting Teacher and evaluating administrator prior to their submission to the Joint Committee, and to have his/her comments attached. To effectuate this right, the Consulting Teacher shall provide the referred teacher being reviewed with copies of such reports at least five (5) working days prior to the meeting of the Joint Committee at which the reports will be considered. A referred teacher shall not have access to the grievance process to challenge the contents of reports or recommendations of the Consulting Teacher or Joint Committee as per Article 16.1.2 of this agreement, but may file responses that shall become part of the official record of the assistance.
- 7.4.2 The teacher being referred shall have the opportunity to make a presentation to the Joint Committee.
- 7.4.3 The referred teacher shall have the right to be represented by N-MFT in any meetings of the Joint Committee to which he/she is called and shall be given an opportunity to present his/her point of view concerning any report being presented.
- 7.4.4 The referred teacher shall have the right to present reasons in writing to the Joint Committee why a specific Consulting Teacher should be replaced

and another Consulting Teacher substituted and to have those reasons considered.

7.4.5 The record of this assistance will be sealed within the personnel file after four (4) years, if there have been no subsequent incidents of unsatisfactory service during said period.

7.5 Voluntary Participating Teachers (Peer Partners)

7.5.1 A Volunteer Participating Teacher is a teacher who volunteers to participate in the Peer Partners component of the PAR program. For Voluntary Participating Teachers, the outline of the program shall be as follows:

7.5.1.1 The Voluntary Participating Teacher may apply to the Joint Committee to be assigned to work with a Consulting Teacher to improve current skills in a particular curriculum area or to improve and/or develop teaching methodologies and instructional strategies. The Voluntary Participating Teacher may request to be assigned to a specific Consulting Teacher.

7.5.1.2 Upon assignment, the Consulting Teacher shall meet with the Voluntary Participating Teacher to develop a plan for voluntary assistance including a time line for completing the goals. This plan shall not be shared with any administrator without written permission of the Voluntary Participating Teacher.

7.5.1.3 The results of the individual's voluntary participation shall be shared with the Joint Committee for their annual evaluation of the PAR program, but shall not be forwarded to the evaluating administrator, District or Federation. All records of participation in the Peer Partners program are the sole property of the Voluntary Participating Teacher.

7.5.1.4 Participation on a voluntary basis may be terminated at any time by the Voluntary Participating Teacher.

7.5.1.5 Participation as a Voluntary Participating Teacher shall not be in lieu of the regular evaluation of the teacher pursuant to Article Six of the NMUSD-NMFT Collective Bargaining Agreement.

7.6 Records/Confidentiality

7.6.1 All documents and information relating to participation in this program shall be considered personnel matters subject to the personnel record

exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the program's impact, excluding information on identifiable individuals, is subject to disclosure under the Public Records Act.

7.6.2 All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this article.

7.6.3 All documents relating to the selection process of Consulting Teachers shall be treated as confidential and will not be disclosed except as may be required by law.

7.6.4 All documents for the Peer Assistance and Review Program will be filed by the Human Resource Office separately from individual personnel records, except as specified herein.

7.7 Budget

7.7.1 Budgeted resources of the program shall first be allocated to assist/support Referred Participating Teachers required to participate under Section IV, and as available to Voluntary Participating Teachers under Section VI.

7.7.2 The recommended budget shall be funded by the California Peer Assistance and Review Program for Teachers, recognizing that the primary reason for the California Peer Assistance and Review Program for Teachers is to provide direct assistance to permanent teachers who have received an unsatisfactory evaluation.

7.7.3 The proposed budget shall take into consideration 1) the number of consulting teachers which will be required based on the projected level of participation in the program, and 2) the recommendations for improvement of the PAR program made by the Joint Committee in their annual report to the Board and Federation. It is also specifically recognized that funds from the California Peer Assistance and Review Program may be expended for any of the programs authorized by Education Code section 44506(a).

7.7.4 Beginning with the 2000-2001 school year, by April 15 the PAR program plan/budget will be submitted to the Federation President and the Superintendent or designee for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement. By May 15, if the parties cannot reach agreement to either approve or to modify the plan/budget, then the plan/budget will be submitted as drafted

by the Joint Committee for Board of Education approval and inclusion in the Tentative All Funds District Budget approved annually in June.

7.7.5 At the conclusion of the each fiscal year, if revenue exceeds expenditures, the District and the Federation shall meet to determine the allocation of the surplus in a manner that facilitates the purposes of the PAR program and the staff development needs of the District.

7.7.6 In the event that the State no longer funds the PAR program, it is understood and agreed that the PAR program will be evaluated, along with other staff development programs, and be considered for continued funding with available staff development monies as per budget goals and priorities.

7.7.7 The cost of releasing Consulting Teacher full-time for service in the program shall be computed on the basis of the average entry-level teacher step and column placement, plus benefits and fixed costs.

7.8 Status and Liability Protection of Unit Members

7.8.1 Functions performed by teachers under this article shall not constitute either management or supervisory functions as defined in the Educational Employment Relations Act.

7.8.2 Unit members who perform functions as Consulting Teachers or members of the Joint Committee shall have the same protection from liability and access to appropriate defense as afforded to other public school employees pursuant to Division 3.6 (commencing with Section 810) of the California Government Code.

7.9 Term

The provisions of this Article shall be in effect from June 30, 2000, through June 30, 2003. The provisions of the Article shall be subject to bargaining during the term of the Collective Bargaining Agreement at the request of either party. Any claim of violation, misapplication, or misinterpretation of a specific provision of this Article shall be subject to the grievance procedure in the Collective Bargaining Agreement in effect between the parties.

ARTICLE 8. Class Size

8.1 The District shall make reasonable effort to meet the following pupil/classroom teacher averages per school site with the exception of any classes participating in a state or federal class size reduction program:

K-5/6 — twenty-nine (29) (exclusive of Special Education)

8.2 The District shall make reasonable efforts to limit K-3 combination classes to a maximum of twenty-seven (27) students.

8.3 Special Education classes shall not exceed the class sizes as required by state law and/or state regulations.

8.4 Class size criteria for grades 7-12 are based upon a five (5) period teaching day as follows:

8.4.1 Unit members who teach academic classes shall have no more than one hundred and eighty (180) students per day.

8.4.2 Unit members who teach Physical Education shall have no more than two hundred and fifty (250) students per day.

8.4.3 Unit members may sign waivers to add students when those students exceed the maximum.

8.4.4 The above maximums shall be accomplished by the District within twenty (20) working days after the beginning of any new class.

8.4.5 No class shall have an enrollment that exceeds the number of permanent workstations. In science classes a maximum of four (4) temporary workstations may be added. Temporary workstations will be removed by the end of the first quarter unless the unit member voluntarily signs the waiver identified in Section 8.4.3.

8.5 Effective September 1, 1991, in an effort to share information, enhance staff involvement, and to address class size, the District shall implement the following procedures:

8.5.1 By the end of the third week of the fall and spring semesters, Information Services

shall generate a class size report for each school site and submit this report to each site principal. This report will be shared with the entire certificated staff of that site for review.

- 8.5.1.1 For elementary schools, the site principal, with staff involvement, shall provide written rationale for any classes greater than 32 or less than 24 at the K-3 level, and greater than 34 or less than 26 at the 4-5/6 level (excluding PE, music, drama).
- 8.5.1.2 For secondary schools, the site principal, with staff involvement, shall provide written rationale for any classes greater than 36 or less than 20 (excluding PE, music, drama). At the secondary level, schools that are scheduled on other than a five-period teaching day will have the class maximum and minimums adjusted accordingly.
- 8.5.1.3 This written report will be made available to staff of respective sites and submitted to the Assistant Superintendent or designee who will make the reports available to the N-MFT president.

ARTICLE 9. Transfers

9.1 Definition

- 9.1.1 Transfer — movement, either voluntary or involuntary, of a unit member from one school site to another; or, the movement of a unit member from one certificated classification to another certificated classification (i.e., from one classification to another of the following: classroom teacher, nurse, counselor, psychologist, traveling teacher, librarian, psychometrist, or speech and language specialist.)
- 9.1.2 Vacancy — a position which the District intends to fill by August 15. Unit members who have submitted written requests for transfers shall be notified of openings that occur after August 15, prior to candidate selection.
- 9.1.3 Voluntary Transfer — a transfer by direct application of the unit member.
- 9.1.4 Involuntary Transfer — a transfer which is initiated as a result of decline in enrollment or program reduction or elimination
- 9.1.5 Day — a day when the District Offices are open, except during winter and spring recess.
- 9.1.6 For the purposes of this article seniority shall be defined as the number of continuous service years in the District from the initial date of hire. This has no correlation with the number of years used for salary placement. An authorized leave of absence shall not constitute a break in continuous service.

9.2 Transfer Conditions

- 9.2.1 Any unit member may apply for any announced vacancy and shall be considered for that vacancy as provided in this article.
- 9.2.2 Except with the unit member's agreement, unit members shall not be transferred to a position outside their credential authorization and either (1) college major or minor or (2) previous teaching or non-teaching experience for which he/she possessed reasonable qualifications.
- 9.2.3 Qualifications and criteria as established in a vacancy notice/transfer determination shall not be made with the intent of limiting selection to an individual.

9.2.4 In the case of an unassigned unit member who has not applied for or been selected for a vacant position prior to August 15, the District may assign that unit member to any announced vacancy for which he/she is qualified as defined in 9.2.2.

9.2.5 No unit member shall be involuntarily transferred with the intent of creating a vacancy for another unit member.

9.2.6 Preparation for Transfers

9.2.6.1 If a unit member is transferred during the time school is in session, the unit member shall be released from teaching responsibilities for a period of two days for moving and preparing for the new assignment.

9.2.6.2 The District shall transport all materials being moved from one school site to another, provided that the transferee shall identify such materials for movement. Unit members shall not be required to package and label District materials to be moved except in cases where the unit member has requested, and received permission from the on-site manager, to move said District materials to a new site. Assistance will be arranged within a reasonable time by the on-site manager.

9.2.6.3 It shall be the responsibility of the transferee to leave the vacated room in clean condition with all obsolete materials labeled for removal.

9.2.6.4 The room to which the transferee is moving shall be in clean condition with all obsolete materials removed.

9.3 Vacancy Posting

9.3.1 The District shall post all vacancies which it intends to fill for a period of not less than ten (10) working days. Posting of such vacancy notices shall be made at each site where certificated unit members are employed. The immediate supervisor or his/her designee shall date when the posting notice was made. A special bulletin board or a designated location will be set aside to be used exclusively for postings of vacancies and is to be labeled as such. The School Site Administrative Assistant shall also keep a notebook with all postings of vacancies.

9.3.1.1 On-site managers shall notify their staff of all adjunct duties available on that individual campus prior to filling them.

9.3.1.2 From August 15th to October 1, the ten (10) day posting notice shall be waived. Transfer applicants who have a current transfer request on file, shall be notified of available vacancies by telephone and/or certified mail.

9.3.2 The vacancy notice shall include the position title; required qualifications for the position; criteria to be used by the immediate supervisor in the selection of an applicant; a brief description of the position assignments and duties when appropriate; the site(s) where the unit member will be assigned, if known; the deadline for filing applications for the vacancy; and the date when the assignment will begin.

9.4 Voluntary Transfer

9.4.1 Written request for transfer to any of the District vacancies shall be filed by the unit member with the District Personnel Office, with a copy to the immediate supervisor, on a Transfer Request Form as supplied by the District. The transfer request must specify the position which is requested, shall be applicable only to the one (1) position, and must be submitted to the District Personnel Office prior to the deadline for filing vacancy applications. The District Personnel Office shall receive such applications for transfer, date all applications as received, and return a dated copy of each application to the applicant.

9.4.2 Any unit member who desires to be informed of vacancies which might occur during the summer months or during a leave of absence must indicate such requests to the District Personnel Office. The District Personnel Office shall forward to the unit member any vacancy notices and the unit member may make application for transfer to specific vacancies prior to August 15. Information regarding vacancies will be available by phone through the District Personnel Office.

9.4.3 The immediate supervisor of the operating unit where the vacancy exists shall interview all applicants who meet the qualifications and criteria identified in the vacancy notice.

9.4.4 Selection for a vacant position shall be based upon the following qualifications, which shall be stated in the vacancy notice:

9.4.4.1 Required credential authorization(s) (elementary and secondary positions);

- 9.4.4.2 Major(s) or minor(s) (specialized elementary positions and all secondary positions);
- 9.4.4.3 Expertise at a particular grade level (elementary only); subject area experience (secondary positions);
- 9.4.4.4 Skills and individual capabilities as specified in the job description (elementary and secondary positions);
- 9.4.4.5 Applicable adjunct capabilities (elementary and secondary);
- 9.4.4.6 If all of the above factors are substantially equal, then the unit member with the most District-wide seniority shall be selected.

9.4.5 All applicants for the vacancy shall be notified of the results of the selection procedure within five (5) working days. The unit member, upon request, shall be notified of the criteria used in the selection. A unit member who is not selected for the position shall be granted, upon request, a personal meeting with the Superintendent or his/her designee to discuss the issues.

9.4.5.1 The District shall make the log of the selection process available to the Union President and his/her designee, upon request.

9.4.6 Unit members who meet all the criteria in 9.4.4 for a vacancy shall have priority placement to a vacancy prior to consideration of outside candidates.

9.5 Intra-District Position Exchange

9.5.1 Two (2) unit members may request to exchange positions in the District.

9.5.2 A proposal for the exchange, composed by the two (2) unit members, shall be presented to the Assistant Superintendent, thirty (30) days prior to the end of the semester which precedes the semester of the proposed exchange.

9.5.3 With the approval of the two site administrators involved, the exchange may be implemented for a one-year (1) term. The unit members involved may request an extension for a second year or may return to their original positions.

9.6 Involuntary Transfers

- 9.6.1 Prior to the imposition of an involuntary transfer, volunteers shall be sought by the immediate supervisor.
- 9.6.2 At schools which are identified by the District Office for reduction in staff as a result of decline in enrollment, program reduction, or program elimination, site supervisors and appropriate staff shall establish criteria for the determination of which personnel shall be transferred. All unit members at that site shall be notified regarding the criteria to be used by the immediate supervisor for the determination of which personnel shall be transferred.
- 9.6.3 If sufficient voluntary transfers are not forthcoming, the immediate supervisor shall select the unit member to be transferred based upon the following criteria:
 - 9.6.3.1 Required credential authorization(s) elementary and secondary positions);
 - 9.6.3.2 Major(s) or minor(s) (specialized elementary positions and all secondary positions);
 - 9.6.3.3 Expertise at a particular grade level (elementary only); subject area experience (secondary positions);
 - 9.6.3.4 Skills and individual capabilities as specified in the job description (elementary and secondary positions);
 - 9.6.3.5 Applicable adjunct capabilities (elementary and secondary).
 - 9.6.3.6 If the above factors are substantially equal, then the unit member with the least District-wide seniority shall be selected.
 - 9.6.3.6.1 The unit member shall be notified in writing by the immediate supervisor of the effective date of the transfer.
- 9.6.4 Unit members who are to be transferred under such conditions shall be given the opportunity to apply for any vacant positions in the District and the selection of such personnel shall be made as required in 9.4.
 - 9.6.4.1 Unit members who meet all the criteria in 9.4.4 for a vacancy shall have priority placement to a vacancy prior to consideration of outside candidates.

9.6.5 Unit members shall be granted, upon request, a personal meeting with the Superintendent or his/her designee if they object to the involuntary transfer and/or subsequent assignment. The Superintendent or his/her designee shall make the decision regarding the transfer and his/her decision shall be submitted in writing to the unit member and the immediate supervisor involved.

9.7 Involuntary Transfers for Improvement of Performance

9.7.1 The District may involuntarily transfer up to three unit members within three years if the District concludes a change in work location may improve performance. Such transfers must be supported by evaluations of the employee's performance. The reasons for such transfer must be provided in writing along with an explanation of how the District considers that transfer may improve performance.

9.7.1.1 The unit member shall be granted, upon request, a personal meeting with the Superintendent or his/her designee if he/she objects to the involuntary transfer and/or subsequent assignment. The Superintendent or his/her designee shall make a final decision relative to all options presented throughout this process and his/her decision shall be submitted in writing to the unit member and the immediate supervisor.

9.8 Non-Discrimination

9.8.1 The District shall not discriminate in case of voluntary or involuntary transfer of a unit member because of membership or non-membership in an employee organization, ethnic background, religious, political affiliation, or private. Nor shall a unit member be discriminated against because of age, sex, or physical appearance.

ARTICLE 10. Traveling Teacher Assignments

- 10.1 Traveling teachers are those unit members who are assigned to perform instructional duties at more than one school site.
- 10.2 Prior to completing staffing plans for traveling instructional positions, the Assistant Superintendent(s) or designee shall distribute the proposed staffing plan to the traveling teachers in those units.
- 10.3 Traveling teachers may indicate their preferences for assignment to positions on the proposed staffing plans.
- 10.4 The Assistant Superintendent(s) or designee shall develop proposed staffing plans taking into consideration the preferences of unit members, and distribute a copy of the proposed plan to each traveling teacher.
- 10.5 The Assistant Superintendent(s) or designee shall meet with all unit members within those units to review the proposed assignments.
- 10.6 Prior to the close of the school year, the unit manager shall distribute to each current traveling unit member the expected assignment for the following school year.
- 10.7 If the unit member disagrees with the expected assignment for the following year, the unit member shall request a meeting with the unit administrator to discuss the assignment. If satisfactory resolution is not effected, the unit member shall be granted, upon request, a personal meeting with the Superintendent or his/her designee. The Superintendent or his/her designee shall make the final decision and his/her decision shall be submitted in writing to the unit member and the immediate supervisor involved.
- 10.8 If during the summer months there is any change required in the expected assignment of traveling unit members, notice shall be made to the unit member as quickly as possible. The unit manager and the unit member shall develop an alternate assignment schedule from existing vacancies.

ARTICLE 11. Leaves

11.1 Notification Procedures

11.1.1 Unit members who find it necessary to be absent from duty shall notify the District Human Resources Office as far in advance of the anticipated absence as possible.

11.1.2 Emergency Absence Procedures

11.1.2.1 In the case of an emergency absence, such as absence for illness or injury or bereavement leave, the unit member shall notify the District Human Resources Office by calling the District's automated substitute calling system prior to 6:30 a.m. on the day of the emergency absence. All absences entered into the SubFinder System should be entered for the total expected time of absence.

11.1.2.2 In case of absence on the last day of the school week, the unit member shall return at the start of the following week unless notification has been given to the District Substitute-Dispatch Office that such return is not expected.

11.1.3 Extended Leave Procedures

11.1.3.1 In the case of a request for an extended leave, such as leave for pregnancy, disability, military leave, or extended leave without pay, the unit member shall submit the appropriate form to the District Human Resources Office through the site/unit administrator and obtain approval in advance of the leave.

11.1.3.2 Unit members who desire to apply for a leave of absence for a year or a semester's duration shall apply to the District Office through the site/unit administrator twenty (20) working days prior to the commencement of the leave.

11.1.3.3 Unit members who desire a leave of absence for more than ten (10) days but less than one (1) semester shall apply to the District Office through the site/unit administrator fifteen (15) working days prior to the commencement of the leave.

11.1.3.4 Request for any extension of an extended leave of absence must be submitted to the District Office on or before February 1 prior to the close of the school year for which the leave has been approved. Failure to notify the District Office within the designated time limits regarding whether or not the unit member desires to return may result in termination of employment upon expiration of the leave. The District will notify employees on leave of this requirement no later than January 1.

11.2 Verification Procedure

11.2.1 The District may require verification of reasons for the taking or use of any leave if the District has reason to believe that the absence may not have been used for proper leave purposes. Such verification in the case of accident or illness leave may include a statement by a qualified doctor (or practitioner in the case of religious requirement) verifying the cause and condition of said accident or illness. Abuse of leave privileges may be subject to loss of pay and appropriate disciplinary action.

11.3 Illness or Injury Leave

- 11.3.1 Every unit member who is regularly employed five (5) days per week is entitled to one (1) day of paid sick leave for each full month of employment. Unit members who work less than full time shall be entitled to one (1) day of leave pro-rated as the number of hours they are employed per week of scheduled duty relates to a full-time employee. Sick leave may be accumulated and carried over to the following school year without limitation.
- 11.3.2 The District may require verification by a physician of the District's choice of any unit member's ability to perform his/her responsibilities before returning to work due to an absence for illness or injury. The examination shall be at no cost to the unit member. The verification shall be on the appropriate District form.
- 11.3.3 In case of emergency illness (or emergency medical or dental appointment, which cannot be accommodated during off-duty hours, for a maximum of two (2) hours per month, including travel time) the unit member's class may be covered voluntarily by other unit members on their conference periods, and such absence shall not be charged against the unit member's sick leave. The site administrator shall be notified in advance of such coverage. Unit members with other medical/dental appointments which cannot be accommodated during off-duty hours shall be charged for a

substitute (half-day or all day increments) for that portion of the day missed, and a substitute will be employed.

11.3.3.1 Unit members providing voluntary coverage per 11.3.3 do so as a professional courtesy and will receive no monetary compensation.

11.3.4 Unit members in the bargaining unit whose illness/injury benefits have been consumed and who must still be absent from duty because of illness or injury shall provide the District with a statement from a qualified physician (or practitioner, in the case of religious requirement) which indicates the need for such a leave. In such cases, the unit member shall receive that amount of pay which is the difference between his/her pay and the amount paid for a substitute employee, whether or not a substitute is employed, for a total period of five months per school year, inclusive of accumulated illness or injury leave. The District shall make every reasonable effort to secure the services of a substitute employee.

11.4 Leave for Pregnancy Disability

11.4.1 Unit members are entitled to use accumulated sick leave as set forth in provisions of illness/injury leave for disabilities caused, or contributed to, by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for child care, childrearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date upon which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

11.4.2 Unit members are entitled to leave without pay or other benefits for disabilities caused by pregnancy, miscarriage, or childbirth. The date upon which the unit member shall resume duties shall be determined by the unit member on leave and her physician.

11.5 Military Leave

11.5.1 Unit members who are members of any reserve corps of the Armed Forces of the United States, the National Guard, or the Naval Militia, or who are inducted into or who are otherwise ordered to active duty shall be granted such leave as required by the Education and Military and Veterans Codes.

11.5.2 A copy of military orders shall be provided to the District Office with the request for military leave.

11.6 Personal Necessity Leave

11.6.1 Unit members shall be allowed to use up to seven (7) days of accumulated sick leave, which may not be carried over from year to year, without prior approval but with prior notification only, for the following purposes:

- 11.6.1.1 An emergency accident involving the unit member's person or property or the person or property of a member of his/her immediate family. An emergency accident would involve an unforeseen mishap or the serious injury of an immediate family member or property damage resulting from an unforeseen mishap or the serious injury of an immediate family member or property damage resulting from an unforeseen tragedy or act of destruction.
- 11.6.1.2 An illness of a member of the unit member's immediate family which is of a serious nature. An illness of a serious nature shall be an illness which a unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during his/her assigned hours of service.
- 11.6.1.3 Any unexpected event involving damage or injury to personal property which has crucial significance for the unit member or his/her immediate family. The aftermath of fire, flood, falling objects, and burglary are examples.
- 11.6.1.4 Required appearance in court when the unit member is a litigant. The District may require such court documentation regarding the required appearance as it deems necessary.
- 11.6.1.5 Death of a member of the immediate family after utilization of bereavement leave provided in 11.7, below.
- 11.6.1.6 The birth or adoption of a child, making it necessary for the unit member who is the parent of the child to be absent from his/her duties.
- 11.6.1.7 Wedding of unit member or unit member's immediate family as defined in 11.6.2.
- 11.6.1.8 College or university graduation of family members identified in 11.6.2.

- 11.6.1.9 Unit members may request the use of accumulated sick leave under 11.6.1 for other matters of compelling personal importance which cannot reasonably be expected to be taken care of outside the regular work day.
- 11.6.1.10 Other than in cases of emergency, requests under this section must be submitted in writing, including a brief description of the compelling personal importance, to the Superintendent or designee in advance of the leave. Unit members using Personal Necessity Leave under this provision, when approved, must verify on the District Request for Personal Necessity form that the leave was for Personal Necessity and not used for recreational purposes, extension of a holiday, vacation or for matters of purely personal convenience.
- 11.6.2 For the purposes of this article, “immediate family” shall be defined as the mother, father, grandmother, grandfather, or grandchild of the unit member or the spouse of the unit member, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister, aunt, uncle, brother-in-law, sister-in-law, or close personal friend of the unit member, or any person living permanently in the immediate household of the unit member, or any person for whom the unit member is a legal guardian.
- 11.6.3 Unit members may use one (1) of the specified personal necessity days enumerated in 11.6.1 for reasons of a compelling nature which (a) cannot be dealt with during non-duty hours; (b) necessitate the immediate attention of the employee; and (c) are not for the personal convenience of the employee, but instead are required necessities over which the employee has no control.
- 11.6.3.1 Unit members who use such unspecified personal necessity leave shall provide advance notification to the District in accordance with 11.1.2, but prior approval by the District is not required.
- 11.6.3.2 Personal necessity leave shall not be used for social or recreational purposes, political activities or demonstrations, withholding of school district services, or the pursuit of business interests or other employment.
- 11.6.4 In addition to the seven (7) days enumerated above, the Assistant Superintendent may grant a unit member a request for a leave at the cost of a substitute, regardless of whether or not a substitute is hired. Leaves granted under this provision must meet the criteria of Section 11.6.3,

above. This leave may be granted for reasons other than those enumerated in 11.6.3.

11.6.5 Unit members will be granted use of sick leave up to three days, when the unit member provides certification from a physician, or practitioner, that such time is needed due to stress.

11.7 Bereavement Leave

11.7.1 Absence without loss of salary or sick leave shall be allowed to any regular unit member, for a period not to exceed three (3) days, upon the death of a member of the immediate family, or for five (5) days if over two hundred (200) miles of travel is required.

11.7.2 For purpose of this article, "immediate family" shall be defined as the mother, father, grandmother, grandfather, or grandchild of the unit member or the spouse of the unit member, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister, aunt, uncle, brother-in-law, sister-in-law, or close personal friend of the unit member, or any person living permanently in the immediate household of the unit member, or any person for whom the unit member is a legal guardian.

11.8 Jury Duty Leave

11.8.1 Leaves of absence, during the school year, for jury duty shall be provided at a salary which is equal to the difference of the employee's regular earnings and any amount he/she receives as juror's fees, exclusive of mileage, during the period he/she serves as a juror.

11.8.2 Beginning with the 1994-95 school year, those bargaining unit members who choose to postpone jury duty from the regular school year to the summer break, shall receive the established daily substitute rate for each day of jury service.

11.9 Court Appearance Leave

11.9.1 The District shall grant leaves of absence to a unit member to appear as a witness in court, other than as a litigant, in response to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member. Leaves of absence for this purpose shall be provided at a salary which is equal to the difference of the employee's regular earnings and any amount he/she receives as witness fees, exclusive of mileage, during the period he/she serves as a witness.

11.10 Industrial Accident or Illness Leave

- 11.10.1 Unit members will be entitled to industrial accident or illness leave in accordance with the requirements of the Education Code for personal injury that qualifies the unit member for Workers' Compensation benefits.
- 11.10.2 Such leave for any industrial accident or illness shall not exceed seventy-five (75) days during which schools of the District are required to be in session or when the unit member would otherwise be performing work for the District. When any such leave overlaps the next succeeding year, the unit member shall only be entitled to the unused portion remaining at the close of the previous year.
- 11.10.3 If the industrial accident or illness leave should extend beyond seventy-five (75) working days, the unit member may use any other paid leave to which he/she is entitled. After expiration of paid leave, if a unit member is unable to return to work, as determined by a licensed physician, he/she may be granted additional leave without pay for the remainder of the current school year.
- 11.10.4 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will temporarily be unable to perform assigned duties and the degree to which the disability is attributable to the injury involved.
- 11.10.5 For any days of absence from duty as a result of an accident or illness that qualifies the unit member for Workers' Compensation benefits, the unit member shall receive total compensation, consisting of salary and Workers' Compensation benefits, not to exceed 100% of the compensation the unit member would have received had the accident or illness not occurred.

11.11 Leaves of Absence Without Pay

- 11.11.1 Upon a unit member's request, a unit member shall be granted a leave of absence without pay for the following reasons:
 - 11.11.1.1 Ill health. The unit member shall submit a physician's certification, as may be required by the District, regarding the ill health and its expected duration.

- 11.11.1.2 Illness of a member of the immediate family upon certification by the attending physician that the unit member's presence is necessary.
- 11.11.1.3 Election or appointment of unit member to a full-time public office which precludes services as a certificated employee. The leave shall be for the duration of the elected or appointed officer's term.
- 11.11.2 Unit members may request, and the Board of Education may grant, leaves of absence without pay for other reasons. Examples of such leave include child care, professional training/education, travel.
- 11.11.3 Unit members requesting leaves of absence without pay shall submit their request in writing in accordance with the time requirements of 11.1.3. All leaves of absence without pay, whether authorized under the provisions of 11.11.1 or 11.11.2, shall terminate at the conclusion of the semester, at the end of the school year for which it was granted, or at such other time as is mutually agreed by the Board of Education and the employee.
- 11.11.4 Time spent on a leave of absence without pay shall not count toward salary step advancement (or employee benefit accrual) and shall not be considered part of the probationary period.
- 11.11.5 A leave of absence granted to a probationary employee shall not affect the continuity of service required for permanency.
- 11.11.6 During a period of an unpaid leave, and for a maximum of three years, unit members may continue to participate in the health and welfare benefits program offered by the District at no cost to the District. Payment to the District for such benefits shall be made in accord with such payment schedule as the District may require.

11.12 Rights Upon Return

- 11.12.1 In the case of a leave of absence by a unit member for a period less than a full year, which commences after the beginning of the school year and ends prior to the close of the same school year, the unit member shall have the right of return to the same school site unless the unit member has been replaced by the transfer of another permanent unit member or that unit member's class or assignment has been eliminated.

11.12.2 In the case of a leave of absence by a unit member which commences within one (1) school year and terminates in a subsequent school year, the unit member shall have the right of return to a position in the District.

11.13 Sabbatical Leaves (Funding currently suspended)

11.13.1 When the Union/District Negotiating Team has determined that funding is available, the District may grant to qualified applicants sabbatical leaves not to exceed one (1) percent of the unit members. The amount allocated annually shall be equal to nine (9) times one-half (1/2) of the average teacher's salary as calculated from that year's salary schedule.

11.13.2 Sabbatical Leave Purpose

11.13.2.1 Sabbatical leaves shall be used to obtain additional credential authorizations in the fields of special education, bilingual/bicultural education, high school mathematics and science, and other fields identified jointly by the District and the Union.

11.13.3 Length of Service

11.13.3.1 Unit members who have completed seven (7) years of consecutive, full-time service in the District may be considered eligible for sabbatical leaves.

11.13.4 Application Procedure

11.13.4.1 Unit members may submit an application for sabbatical leave for the reasons stated above for a period not to exceed one (1) school year.

11.13.5 Selection Procedure

11.13.5.1 A Sabbatical Leave Committee shall be created and shall be comprised as follows:

11.13.5.1.1 Two (2) representatives designated by the Superintendent,

11.13.5.1.2 Two (2) representatives designated by the

Union,

11.13.5.1.3 One (1) representative mutually agreed to by the Union and the District.

11.13.6 Selection Criteria

11.13.6.1 The sabbatical leave committee shall establish criteria for the approval or disapproval of applications for sabbatical leave consistent with this article. In the event that more than one (1) percent of the unit members apply for and are found to be qualified for a sabbatical leave, preference shall be given to those who have not previously been granted a sabbatical leave. If two (2) applicants are considered substantially equal by the sabbatical leave committee, then seniority shall be the deciding factor regarding which unit member will receive a sabbatical leave.

11.13.7 Compensation

11.13.7.1 Sabbatical leaves shall be compensated at an amount equal to fifty (50) percent of the salary of a full-time employee, and receive full health and welfare benefits provided by the District.

11.13.8 Commitment

11.13.8.1 Unit members granted sabbatical leaves shall agree in writing to render a period of service to the District following return from leave which is equal to twice the period of the leave. Failure to render such service shall entitle the District to recovery of any compensation paid to the unit member while on the leave. Any costs incurred by the District to recover said compensation shall be borne by the unit member.

11.14 Administrative Leave

Notice of administrative leave will be provided in writing to the unit member placed upon such leave at the time the leave is to commence. This notice shall be over the signature of the Superintendent or his/her designee, and shall include the reason(s) for the leave.

11.15 Catastrophic Leave Program

- 11.15.1 When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time, fellow employees may donate accrued vacation and sick leave credits to that employee under the specific requirements of the district's catastrophic leave program. Donations made under the catastrophic leave program shall be strictly voluntary and donors shall sign a form acknowledging that the transfer of leave credit is irrevocable.
- 11.15.2 The Board reserves the right to discontinue the Catastrophic Leave Program at its discretion at any time; however, any employee or employees utilizing donated leave credits at the time the Board determines the program is to be discontinued, shall be allowed to continue to utilize donated leave credits until such time as the maximum benefit has been received or all donated eligible leave credits have been exhausted.

ARTICLE 12. Salaries

12.1 Believing that the key to quality education for the students of the Newport-Mesa Unified School District begins with a well qualified teacher, the District and the Federation agree to the goal of attaining and maintaining teacher salaries between the mean and 75th percentile when compared to salaries of teachers in other unified school districts in Orange County. The goal of N-MFT and the District is to eventually maintain teacher total compensation at or near the 75th percentile based on an annual comparison to the average of the agreed upon benchmark positions and salary/benefit data for each Orange County unified school district.

12.1.1 The District and N-MFT agree that the five benchmark positions that will be used for comparison will include the regular salary teachers in all Orange County unified districts would earn who are fully credentialed and who: (a) have a Bachelor's degree (BA) plus thirty (30) units past the BA and no years of service credit, (b) have a Bachelor's degree (BA) plus forty-five (45) units past the BA and five (5) years of service credit, (c) have a Bachelor's degree (BA) plus sixty (60) units past the BA or a Master's degree and ten (10) years of service credit, (d) have a Master's degree plus seventy-five (75) units and fifteen (15) years of service credit, and finally (e) the maximum salary including all longevity increments/bonuses. In order to fairly compare these benchmarks between districts, the daily rates for each benchmark position will be calculated and then averaged to create one number per district that will be used to calculate rank and percentile point variance from the mean and from the 75th percentile.

12.2 For the 1999-2000 school year, the parties agree to the following adjustments to the compensation package provided to teachers:

12.2.1 The salary schedule will be adjusted retroactively from July 1, 1999 to reflect implementation of the State of California's Beginning Teacher Incentive Funding. This will bring the beginning salary for fully credentialed teachers to \$33,100 (cell A1). Cell A2 will be adjusted to \$33,101, cell A3 will be adjusted to \$33,102, cell B1 will be adjusted to \$33,101.

12.3 For the 2000-2001 school year, the parties agree to the following adjustments to the compensation package provided to teachers:

12.3.1 Provide an across the board salary increase to Columns A through D of **9%** to the 1999-2000 Certificated Salary Schedules that existed prior to implementation of the 1999-2000 Beginning Teacher Incentive Funding. In addition, cell A1 will then be increased to \$34,000 and cell A2 to \$34,700 in order to capture the increased funding for the 2000-

2001 Beginning Teacher Incentive Funding. (See Appendix A for the revised salary schedule)

- 12.3.2 Adjust Column One to have a starting salary of \$30,000 and four additional steps calculated at a 3% increase per year. Unit members hired on Pre-Intern, Intern, Emergency, or other permits, waivers or credentials that are not equivalent to a preliminary or professional clear credential shall be placed on Column One with the appropriate years of service credit defined in 11.4 (See Appendix A for the revised salary schedule)
- 12.3.3 The equivalent funding of a 9% increase in funding for Role and Recompense for 2000-2001 will be set aside for negotiated adjustments/changes to the Role and Recompense during that year.
- 12.3.4 Both parties acknowledge that previously negotiated increases to the District contribution for Health and Welfare benefits from \$5,232 to \$5,800 represent approximately a 1.1% increase in ongoing compensation to employees in this area for 2000-2001.
- 12.3.5 Commit 48.5% of any previously uncommitted, unrestricted General Fund new revenue received in 2000-2001 to certificated bargaining unit members for increases to the total compensation package. Analysis of the availability of new revenue will be completed at the P1 and P2 reporting period of budget review. "Uncommitted" shall mean unbudgeted in the Final 2000-2001 All Funds Budget approved by the Board of Education in September 2000. The calculation of "new revenue" will not be affected by or include increases or decreases in Revenue Limit income resulting from increased or decreased Average Daily Attendance (ADA) as compared to the ADA assumed in the Final 2000-01 All Funds Budget approved by the Board of Education in September, 2000. The District and NMFT agree that any one-time new revenues will only be considered for one-time increases to total compensation unless by mutual agreement the parties choose to renegotiate expenditure of these revenues.

Examples of new revenue are:

1. Increases in Revenue Limit income resulting from any additional net increase in the inflation adjustment under applicable state law to the District's revenue limit for the 2000-2001 fiscal year over and above the adjustment in effect as of the date of ratification.
2. New revenue generated during the 2000-2001 fiscal year as a result of the District qualifying for Basic Aid under applicable state law.

3. Increases in ongoing, restricted or categorical revenue which, under applicable law, the District may decide to reallocate ongoing expenses for existing programs to decommit encumbered, unrestricted General Fund revenue during the 2000-2001 fiscal year.
4. Increased revenue resulting from any net proceeds of settlement or judgment received during the 2000-2001 fiscal year by the District from the pending litigation against the State of California (Commission on State Mandates, Case No.CSM-3986) to recover monies from the State mandated cost fund for costs of special education, if those proceeds are unrestricted by the terms of the settlement and/or applicable law.

12.3.6 Should new revenues described above cause the salary schedule increases to place salaries to a level one percent (1%) or more above the 75th percentile of the average of the benchmark positions, the salary schedule increase for that year shall be frozen at that level and certificated bargaining unit members' appropriate share of additional new revenues will then be negotiated to improve working conditions for bargaining unit members.

12.4 The Union and the District negotiations teams will return to the table to negotiate the use of additional revenue after the first interim report (December 15), and after the second interim report (March 15).

12.5 Initial Placement

12.5.1 Initial placement on the salary schedule shall be based on the unit member's individual record of experience and training filed with the District office and as recommended by the Superintendent and approved by the Board. Supporting transcripts for initial column placement must be submitted by the unit member within forty-five (45) days of the date of his/her employment.

Upon initial employment for all unit members hired after July 1, 2000, credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) year for each year of service equivalent to 75% or more of a contract year of school employment in an accredited institution while serving under a preliminary or professional clear credential up to a maximum of seven (7) years credit effective for the 2000-2001 school year-

12.6 Step Advancement

12.6.1 One (1) year of credit on the salary schedule shall be given for each one (1) year of certificated employment in the District, but not to exceed the step maximum of each column.

12.6.2 A unit member shall receive a year credit if the amount earned is equal to fifty (50) percent or more of the amount earnable for a full-time position at the same step and column provided the unit member was in active employment or on paid leave.

12.7 Column Advancement

12.7.1 Unit members shall be advanced on the salary schedule on the basis of approved educational and professional growth units, verified by transcript forms/or District approved verification forms, which the unit member completes beyond the requirements of the Bachelor's Degree

12.7.2 All Professional Growth Units must be approved by the Professional Growth Committee. All Units must be approved by the Committee in advance of the unit member earning the Units except for Units, which are in-service courses sponsored by the District.

12.7.3 The Professional Growth Committee shall be established and function as follows:

12.7.3.1 The Committee shall be made up of three (3) unit members appointed by the Union and one (1) management team member appointed by the Superintendent or his/her designee. Composition of the Committee may be changed with mutual agreement of the District and the Union.

12.7.3.2 A unit member whose proposed Units are denied approval by the Committee shall have the right of appeal to the Committee. If the appeal is denied, the unit member may appeal to the Superintendent or his/her designee. The ultimate decision on the appeal will rest with the Superintendent or his/her designee.

12.7.3.3 Sponsors of proposed workshops/in-services who are denied approval have the right of one (1) appeal to the Committee.

12.7.4 In reviewing requests for approval, the Committee shall apply the following requirements for Units to be used for salary column advancement:

12.7.4.1 The Units must meet one of the following requirements:

12.7.4.1.1 The Units must be upper division or graduate-level courses at an accredited institution of higher education after completion of the Bachelor's Degree.

12.7.4.1.2 The Units must be lower division courses which have specific advance written approval of the Committee.

12.7.4.1.3 The Units must be in-service courses sponsored by the District or by a college or professional organization which are similar in nature, composition, and time to college or university-level courses. Specific approval for each in-service course must be acquired from the Committee. One (1) unit of column advancement credit may be earned for each fifteen (15) hours of meeting time.

12.7.4.2 In addition, the Units must meet one of the following requirements:

12.7.4.2.1 The Units must have a direct relationship to the instruction (or anticipated instructional assignment) provided by the unit member.

12.7.4.2.2 The Units must be upper division or graduate-level courses taken at an accredited institution of higher education which are required by the institution to complete requirements for a graduate degree, new credential, or new credential authorization which has a direct relationship to the instruction (or anticipated instructional assignment) provided by the unit member.

12.7.4.2.3 The Units must fall within the scope of any other areas of professional growth covered in the Professional Growth Manual established by the State of California for teachers receiving credentials after 1985. These units will be considered on a case-by-case basis by the Committee for each unit member requesting approval for salary credit.

12.7.5 Certificated unit member advancement on the salary schedule occurs only at the beginning of a given school year. All interpretations of the placement on the salary schedule shall be based on verifiable information and documentation (such as grade card or letter from the instructor), which must be filed with the District Office not later than October 1 of any school year with suitable documentation and evidence that transcripts/verification forms are being processed. Column placement salary adjustments shall not be made by the District if the official transcript/verification form does not verify successful course completion.

12.8 Leaves/Interruption of Service

12.8.1 For purposes of this article, approved leaves of absence shall not be considered as an interruption in consecutive years of service; however, the period of any unpaid leave shall not be credited as a period of service.

12.9 Stipends

12.9.1 Those unit members who possess a B-CLAD (formerly Bilingual Credential or Certificate of Competence) while teaching students identified as English Language Learners shall receive the stipend enumerated in Appendix A at the rate of \$500 per year effective July 1, 1994.

12.9.2 Those unit members who possess a CLAD (formerly Language Development Specialist [LDS]) Certificate while teaching students identified as English Language Learners shall receive a stipend enumerated in Appendix A at the rate of \$300 per year effective July 1, 1994.

12.9.3 By October 31st of each school year, the Human Resources Office shall prepare a staff list indicating which staff members have B-CLAD, CLAD, or equivalent certificates for each site. The principal shall review this list and return it to Human Resources by December 1st indicating which staff members should receive the appropriate stipend based on the teaching

assignment for that year that includes instruction to English Language Learners.

12.10 Adult Education and Hourly Employees

12.10.1 Effective July 1, 2000, those unit members who serve in Adult Education, in categorically funded programs, or on an hourly basis, shall be paid in accordance with the hourly rate stated in the schedule below and summarized in Appendix A:

<u>Year</u>	<u>Without Masters</u>	<u>With Masters Degree</u>
1	\$26.00/hr	\$27.00/hr
2	\$27.00/hr	\$28.00/hr
3	\$28.00/hr	\$29.00/hr

12.10.2 Effective July 1, 2000, the Adult Education Substitute Rate will be adjusted to \$22.00 per hour and reflected on Appendix A.

12.10.3 Appendix A will also be amended to reflect the hourly instructional rate for non-management certificated employees of \$29.00 per hour in addition to the current rate of \$26.00 per hour for supervision and staff development related hourly responsibilities.

12.11 Role and Recompense

12.11.1 Unit members who qualify for Role and Recompense shall receive payment in accordance with the amounts specified in Appendix B, B1, B2, B3, and B4 effective July 1, 1990.

12.11.2 The District shall pay Role and Recompense on the payroll following the timely receipt of Miscellaneous Earnings Reports from unit members.

12.10.2.1 The total amount due shall be paid at the conclusion of the specified activities, provided Miscellaneous Earnings Reports are received on a timely basis, less any payments made under the provisions of 12.10.2 above.

12.12 Summer School

- 12.12.1 Unit members employed for an entire Summer Session shall receive a contract for \$3,530. Exceptions to the contract rate shall be prorated on the summer school per diem rate. These exceptions will be determined by selection of the unit member for the specific jobs posted as less than the regular summer session.
- 12.12.2 A Summer Session is defined as the minimum number of teaching hours required to meet the regulations set forth in the Education Code.

12.13 Emergency Substitute Service by Unit Members

- 12.13.1 In instances of emergency, unit members at the secondary level may be assigned to provide substitute service during their preparation/conference period. Unit administrators will first request volunteers when the occasion arises. In the event that there are no volunteers, or insufficient volunteers to cover necessary periods, the unit administrator will assign unit members on a rotation schedule.

- 12.13.1.1 Unit members at the secondary level shall be paid an amount equal to the hourly rate stated in Appendix A for each period for which they provided emergency substitute service. This shall not apply to substituting under the provisions of section 11.3.3.

- 12.13.2 In instances of emergency, unit members at the elementary level may be assigned to cover classes or be assigned additional students. Unit administrators will first request volunteers when the occasion arises. In the event that there are no volunteers, or insufficient volunteers to cover necessary periods, the unit administrator will assign unit members on a rotation schedule.

- 12.13.2.1 Unit members at the elementary level shall be paid an amount not greater than the District daily substitute rate for each class of students for which they provide emergency substitute service. If more than one (1) unit member provides substitute service for the same class, the amount of the daily substitute rate shall be prorated. At no time shall the prorated amount, for the coverage of one (1) class, be more than the daily rate of a regular full day substitute.

12.14 Request for Credit Information

- 12.14.1 In case of a request for verification of salary and employment status from a lending institution, the District shall provide only such information as authorized by the unit member on a credit application or in writing to the District.

12.15 Extended Learning Academies

Extended Learning Academies are defined as District-offered instructional/tutorial programs that occur outside the contracted instructional days in the school calendar. Extended Learning Academies will be offered contingent on funding. Participation in Extended Learning Academies will be at the discretion of the unit member. Staff Assignments are subject to sufficient enrollment to maintain classes and will be dictated by program requirements.

12.15.1 Salary

- 12.15.1.1 Hourly rate for extended Learning Academies will be \$29.00.

- 12.15.1.2 For summer elementary and secondary programs, in addition to the hourly rate, prep time of four (4) hours (preparation day) and one (1) hour weekly will be paid at the same rate. Proficiency lab teachers do not qualify for weekly preparation time.

12.15.2 Postings

- 12.15.2.1 The District will post a notice at all sites of summer school/extended learning academy positions including, but not limited to a description of that position, eligibility requirements, selection criteria, days, hours and job responsibilities, salary and applicable deadlines and application procedures.

- 12.15.2.2 All efforts will be made to post teaching positions for summer programs nine (9) weeks prior to the start of the first day of the programs. Deadline for applications will be approximately twenty (20) days after posting. Teachers will be offered assignments two (2) weeks prior to the first day of summer school with the exception of classes formed after the two-week period.

12.15.3 Selection Process

12.15.3.1 The most qualified applicants will be selected through a process that includes an application, interview, and reference check. The Human Resources Division will organize interview panels that consist of administrative and teacher representatives.

12.15.3.2 Applicants for ELA/Summer programs must a) meet District eligibility criteria, b) have filed an application by the deadline date, c) be presently employed in the District on a regular contract, and d) have positive recommendations during their regular year assignment and/or summer school extended learning academies. If all eligibility requirements are equal,

- a. Teachers who have permanent status will have preference over probationary, hourly, and temporary teachers.
- b. Teachers who did not teach summer school last year would have preference over those who taught summer school last year.

12.15.3.3 Prospective summer program personnel shall be ineligible for any assignment which would be interrupted by military, or any other foreseeable obligation. Acceptance of a summer program assignment shall signify that no such obligation exists.

12.15.3.3.1 A teaching assignment for a summer program shall be mutually agreed upon by the unit member and the District. If an assignment is accepted by a teacher and later is changed by administrative action or insufficient enrollment within five (5) days of the start of summer school, that teacher will be compensated for four (4) hours of preparation time. If a teacher's assignment is terminated due to insufficient enrollment, that teacher will be provided a priority substitute position.

12.15.4 Sick Leave

Each bargaining unit member will receive one (1) day of sick leave for elementary and secondary summer programs. In addition, unit members will be entitled to an additional two (2) days of differential pay which is the member's daily rate less the cost of a substitute. After three (3) days, absences will be subject to administrative review that may result in termination of the member's summer school assignment.

12.15.5 Substitutes

ELA substitutes shall be selected from both the district regular full-time teaching staff and district substitute staff. However, priority will be given, whenever possible, to regular full-time teachers when making substitute assignments.

12.15.6 Materials

The district will make a timely and good faith effort to provide teachers with materials and textbooks (including teacher editions) that are approved for ELA programs.

ARTICLE 13. Health and Welfare Benefits
(New Language Pending Ratification Under Construction)

An Insurance Committee, composed of two (2) members selected by the employee groups, shall be responsible for surveying, monitoring, and making recommendations to determine the health insurance package.

Any cost of medical benefits for dependents, shall be deducted from the unit member's paycheck upon authorization by the unit member.

- 13.1 For the 1998-99 school year the Board shall set aside for each eligible unit member an amount equal to \$5232 for the sole purpose of securing health and welfare benefit coverage for all eligible members of the bargaining unit.

13.1.1 Available Health Plans

Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), PacificCare (HMO) United Concordia Dental (DHMO), Preferred Provider Dental (PPD/FFS). shall be offered for selection to all eligible participants.

13.1.2 Active Members - Premium Payment

- A. For full-time employees who, PacificCare (HMO), Exclusive Provider Organization (EPO), United Concordia Dental (DHMO) there will be no premium deduction.
- B. For full-time single employees who select the Preferred Provider Organization (PPO) there will be no premium deduction. For full-time employees who select the PPO/EPO plan, Preferred Provider Dental (PPD/FFS) the premium deductions shall not exceed \$25.13 per month (10thly) for medical and \$5.26 per month (10thly) for dental fee-for-service plan. There will be no monthly premium for the DHMO dental plan.
- C. If both spouses are employed full-time by the District and either select the PPO plan and enrolls the other spouse as a dependent, there will be no premium deduction for the dual spouses and their eligible dependents. The District's contribution for both employees exceeds the premium costs for employee and dependent coverage.

13.1.3 Retirees - Premium Payments

- A. For single, eligible retirees who select the PacifiCare or EPO medical plans there will be no premium payments . EPO participants may select the Concordia Dental program at no additional costs. EPO participants who select the PPD/ Fee-for-Service Dental Plan will pay a premium of \$4.38 (12thly) or \$5.26 (10thly).
- B. For single eligible retirees who select the PPO plan, there will be a monthly premium of \$101.75 (12thly) for medical and \$4.38 (12thly) for the PPD/FFS Dental plan. There is no monthly premium for those who select the United Concordia dental plan.
- C. If both spouses are eligible retirees of the District, and both select the PPO plan, there will be no premium payment for the dual spouses. The family rate premium will be \$34.06 (12thly) for dependents.

13.1.4 Dependent Coverage

- A. There will be no premium charge for active full-time employees or retirees to have their eligible dependents participate in PacifiCare or EPO plans.
- B. For active full-time employees' eligible dependents who select PPO, the monthly (12thly) payroll deduction shall not exceed:

	Medical	Fee for Service Dental	Mida United Concordia Dental
Two Party	\$188.10	\$16.57	0
Family	\$244.04	\$21.47	0

- C. For eligible retirees with dependents who select PPO, the monthly (12thly) premium charge shall not exceed:

	Medical	Fee for Service Dental	United Concordia Dental
Two Party	\$369.12	\$13.81	0
Family		\$17.89	0

D. For eligible retirees with eligible dependents who select PacifiCare, the monthly (12thly) premium charge for Fee For Service Dental shall not exceed:

Two Party	\$4.84
Family	

- 13.2 Any unit member employed after April 1, 1977, who works less than full time but 50% or more of a full-time contract, shall receive a prorated fringe benefit contribution from the district in proportion to the number of hours per week or days per month of scheduled duty worked.
- 13.3 Unit members hired prior to April 1, 1977, who work less than full time but fifty (50) percent or more of a full-time contract and who, on April 27, 1977, received fully paid benefits from the District, shall not have their benefits diminished because of the provisions in 13.2 above.
- 13.4 Unit members who work less than fifty (50) percent of a full-time contract shall not receive any health and welfare benefits with the exception of 15.3.1.
- 13.5 Following the death of an employee, the District shall provide benefits for dependents and spouse of the employee for a period of up to one (1) year, if authorized by the health benefits carrier, and to an extent equal to the fullest manner authorized by the health benefits carrier.
- 13.6 Unit members who are on a Board approved unpaid leave of absence shall have the option to continue to participate in the District health and welfare benefit program for a maximum of three (3) years at no cost to the District. Participation in such a benefit program shall be subject to any limitations imposed by the health benefits carrier and reasonable requirements established by the District regarding timely premium payments.
- 13.7 Unit members may participate in tax sheltered annuity programs of their choice, at no cost to the District. Companies involved in tax sheltered annuity programs for employees must appear on the Board approved list in advance. The District shall provide payroll deductions for this purpose.
- 13.8 The District shall provide pre-employment physicals, any physical which may be required (other than those related to the leave provisions of Article 10), and tuberculosis examinations at no cost to the unit member.

ARTICLE 14. Part-time Employment With Full Retirement Credit

- 14.1 Upon request of an eligible unit member, the Board of Education shall grant part-time employment with full-time retirement credit. Eligibility shall be based upon the following criteria:
- 14.1.1 The unit member must have reached the age of fifty-five (55);
 - 14.1.2 The unit member must have been employed full time in a position requiring certification for at least ten (10) years, of which the immediately preceding five years were full-time employment;
 - 14.1.3 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member;
 - 14.1.4 The unit member shall be paid a salary which is a pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment;
 - 14.1.5 The unit member shall receive health benefits in the same manner as a full-time unit member;
 - 14.1.6 The unit member shall make the contribution required of full-time members of the State Teachers' Retirement System. Such contributions shall be based on an amount which the unit member would be earning were he/she employed full time. The District shall make such contributions as are required;
 - 14.1.7 The minimum part-time employment shall be the equivalent of fifty (50) percent of a full-time assignment or one-half (1/2) of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position. This part-time arrangement may be of two types:
 - 14.1.7.1 Part-time all year during the regular school term;
 - 14.1.7.2 Full-time for a semester.
 - 14.1.8 Such an agreement is limited to a period of five (5) years;
 - 14.1.9 The unit member shall apply no later than March 1 prior to the school year in which the part-time employment commences.

- 14.2 At completion of or resignation from this program, unit members shall be separated from District service.
- 14.3 During the period of such part-time employment, the District may determine the unit member's site, time configuration, and assignment; however, involuntary assignments shall not be made to a school of a different level (i.e., elementary, middle, or high, except high school unit members may be assigned to the middle school).

ARTICLE 15. Shared Contract Employment

- 15.1 The District will make a reasonable effort to accommodate requests by unit members to be given contracts for less than full time provided that:
 - 15.1.1 The site administrator and the District Human Resources administrator agrees that a part-time or shared contract assignment can be accommodated in the District and maintains standards of student learning.
 - 15.1.2 The unit member notifies the District no later than May 1 prior to the school year in which he/she requests part-time employment or a shared contract.
- 15.2 Part Time: Unit members may be employed for less than full time
 - 15.2.1 For unit members on a part time contract, the percentage of contract shall be equal to the percentage of the instructional minutes per day, week, or year served or percentage of work day or week. In addition, part-time contracts will include prorated responsibility for school related activities as is necessary to provide for student needs and a quality educational program.
 - 15.2.2 A fifty (50) percent contract either in the fall or spring semester is classified as part time. A fifty (50) percent elementary school assignment shall be either full time in the fall or spring semester; or a job sharing arrangement by mutual agreement between two (2) current unit members and the District administration.
 - 15.2.3 During the period of such part-time employment, the District will determine the unit member's assignment and site.
- 15.3 Shared Contract: A shared contract arrangement consists of two teachers who split a full-time assignment in which they share students and have mutual responsibility for curricular planning, grading standards, parental conferences/communication and site responsibilities on an ongoing basis through the duration of the shared contract.
 - 15.3.1. Each of the teachers sharing a contract shall receive prorated sick leave and other mandated benefits based on one FTE (full-time equivalent.) Health benefits are to be prorated in the same percentage as the teaching contract.

15.3.2 The shared contract arrangement shall be reviewed annually and will only continue with mutual agreement of the teachers, site administrator, and District Human Resources administrator. Evaluation of teachers will be consistent with Article 6 of the Collective Bargaining Agreement.

15.3.3 In the situation in which a shared contract position is terminated, the teacher shall be reassigned according to provisions of Article 8.

15.4 Each unit member will be advanced on the salary schedule based on provisions in Article 11, of the Collective Bargaining Agreement.

15.5 Any unit member teaching in grades 7 through 12 on a part-day contract shall be obligated to a pro-rata daily preparation period as indicated below:

% of Contract	Teaching Periods Per Day	Prep Periods Per Day
100	5	1.0
80	4	.8
60	3	.6

15.6 Nothing in the above shall preclude a unit member from selecting a full-time assignment following a part-time contract period. Teachers who wish to request a change in the percentage of their contract must notify the District prior to May 1. The provisions of 15.1.2 and 15.3.3 shall apply to unit members electing to return to a full-time contract following a part-time contract.

15.7 Nothing in the above shall preclude the authority of a unit member and the District to mutually agree at any time to an assignment of less than full time.

ARTICLE 16. Retirement Benefits

16.1 Eligibility (Unit members are advised to consult STRS to determine any possible early retirement penalties.)

16.1.1 Age - fifty-five (55) or more, but less than sixty-five (65) years of age.

16.1.2 Age - fifty (50) to fifty-five (55) with a minimum of thirty (30) years of service in California.

16.1.3 Length of Service. A minimum of ten (10) years of consecutive service in the Newport-Mesa Unified School District. A District-approved leave of absence shall not constitute a break in service for the purpose of this section.

16.2 Benefits

16.2.1 Health and Dental Insurance

16.2.1.1 The District will provide the health and dental insurance program in effect for regular full-time employees in each of the years involved at no premium cost to the participant for self-coverage upon retirement, until the participant attains age sixty-five (65), or qualifies for other benefits.

16.2.1.2 The participant may maintain dependent coverage by paying the District in advance for the premiums required for such coverage.

16.2.1.3 A group plan for participants at their own expense for themselves and their dependents will be offered after age sixty-five (65), and available through the District carriers.

16.2.1.4 Upon the death of the participant, the health and dental insurance program in effect for regular, full-time employees for each of the years involved in the District will be provided to the surviving covered dependents for a period of one (1) year following the death of the participant.

16.2.2 Life Insurance

16.2.2.1 The District will continue to provide the life insurance coverage in effect in each of the years involved to age sixty-five (65) for the participant.

16.2.2.2 A group plan for participants at their own expense for themselves and their dependents will be offered after age sixty-five (65), and available through the District carriers.

16.3 STRS “Golden Handshake”

The District shall offer a two-year (2) credit allowance “Golden Handshake” inducement for retirement when the provisions of Education Code Section 22726 can be met.

16.3.2 N-MFT reserves the right to bargain other retirement incentives.

ARTICLE 17. Grievance Procedure

17.1 Definition of Terms

17.1.1 Grievant — an individual employee in the bargaining unit covered by the terms of this agreement who alleges a grievance.

17.1.2 Grievance — an allegation by a grievant that he/she has been adversely affected by a misinterpretation, a misapplication, or a violation of the specific provisions of this agreement.

17.1.2.1 Adult Education and other hourly certificated employees shall have the right to grieve only those articles in the contract that are listed in Article 21 pertaining to Adult Education and other hourly certificated unit members employed in other categorical programs. The following articles were determined to be applicable to Adult Education and other hourly employees with regard to grievance rights: 1, 2, 4, 5, 6, 10, 12, 16, 17, and 21.

17.1.3 Day — a day in which the District Office is open for business, except for winter and spring vacation periods.

17.1.4 Supervising Administrator — the administrator who has responsibility for implementing the decision which gives rise to the grievance.

17.2 Procedures

17.2.1 Informal Level. Before filing a formal grievance, the grievant shall, within 15 days after the occurrence or act of omission giving rise to the alleged grievance or when the grievant could reasonably be expected to know of the event which gives rise to the grievance, attempt to resolve the alleged grievance by an informal conference with the supervising administrator.

17.2.2 Formal Level. If an informal settlement has not been effected, the grievant may file a formal grievance.

17.2.2.1 Level One. The formal grievance must be filed on the appropriate District form with the supervising administrator within twenty (20) days after the occurrence or act of omission giving rise to the alleged grievance or when the grievant could reasonably be expected to know of the event

which gives rise to the grievance. A copy of the grievance statement shall be filed with the Assistant Superintendent.

The form shall include statements indicating:

- a. How the individual employee was adversely affected;
- b. The specific section of the contract allegedly misinterpreted, misapplied, or violated;
- c. The specific remedy sought by the employee to resolve the grievance; and
- d. The name of the individual, if any, authorized to represent the grievant.

17.2.2.1.1 The supervising administrator shall communicate his/her response to the grievant in writing within ten (10) days after receipt of the grievance.

17.2.2.2

Level Two.

OPTION 1: If the alleged grievance is not resolved at Level One, the grievant may appeal the decision on the appropriate form to the Superintendent or his/her designee within ten (10) days of the receipt of the Level One response. This statement shall include a copy of the original grievance, the response, and a clear, concise statement of the reasons for the appeal.

17.2.2.2.1 The Superintendent or his/her designee shall communicate his/her response to the grievant and supervising administrator in writing within ten (10) days after the receipt of the grievance.

OPTION 2: The grievant may submit the grievance to the Alternative Dispute Resolution Team (ADRT). (This is an impartial, Union/District shared representation committee which is trained to problem solve in dispute resolution.)

17.2.2.3 Level Three. If the alleged grievance is not resolved at Level Two, the grievant may, within twenty (20) days after receipt of the Level Two response, request that the Union submit the grievance to advisory arbitration. A copy of the request to the Union shall be forwarded to the Superintendent or his/her designee. The Union shall notify the Superintendent in writing within fifteen (15) days after receipt of the request from the grievant as to whether or not the grievance will be submitted for advisory arbitration; however, the Union may not take a grievance to advisory arbitration without the written consent of the grievant.

17.2.2.3.1 The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, they shall request the State Mediation and Conciliation Service to supply a list of names of persons who are experienced in arbitration. Selection of the arbitrator shall be made in accordance with American Arbitration Association selection procedures.

17.2.2.3.2 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Union. All other expenses shall be borne by the party incurring them.

17.2.2.3.3 Upon request of either party, the arbitrator shall rule upon the arbitrability of the grievance prior to accepting or hearing arguments on the grievance itself.

17.2.2.3.4 The arbitrator shall have no power to add to, subtract from, or modify the terms of the contract or applicable law or rules and regulations which have the force and effect of law.

17.2.2.3.5 The issues before the arbitrator shall be restricted to those identified in the written grievance and the answers thereto at each step. The arbitrator shall hear evidence and argument as soon as possible and shall

deliver to the parties within thirty (30) days a written recommendation on the issues submitted to him/her.

17.2.2.3.6 The arbitrator shall use the rules of the American Arbitration Association. By mutual agreement of the District and the Union, American Arbitration Association rules of expedited arbitration shall apply.

17.2.2.3.7 The decision of the arbitrator shall be in the form of a recommendation to the parties. If neither the District nor the Union files a request to the Board of Education to undertake review of the arbitrator's recommendation within ten (10) days of its issuance, then the decision of the arbitrator shall be deemed adopted by the Board and becomes final and binding on all parties. If a timely request for review is filed with the Board, it shall then undertake review of the entire hearing records and briefs. The Board shall, at the request of either party, permit oral arguments by representatives of the parties. Within thirty (30) days after receiving the request for review, the Board shall render a decision on the matter which shall be final and binding on all parties, subject only to judicial review.

17.3 Miscellaneous Provisions Applicable to the Above

17.3.1 If the supervising administrator or the Superintendent or his/her designee fails to comply with the time limits set forth, the grievant may process the grievance to the next level of the grievance procedure. If any time limit in this article is not met by the grievant, it is deemed that the grievant considers the grievance to have been resolved.

17.3.2 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- 17.3.3 No reprisals of any kind shall be taken by the Superintendent or any member or representative of the District against a grievant or person who assisted the grievant by reason of a person being a grievant or a person who assisted the grievant, nor shall any reprisals of any kind be taken by the Union or any unit member against either the grievant, the District, any District employee, or any participant in the grievance procedure by reason of such participation or decisions.
- 17.3.4 If the grievant requests assistance from the Union, the District shall provide reasonable release time for the Union representative and the grievant for the purposes of grievance conferences and hearings.
- 17.3.5 At all levels of the grievance procedure, the site/ unit administrator of the grievant shall receive a copy of each communication exchanged between the grievant and the supervising administrator, if such supervising administrator is other than the site/unit administrator.
- 17.3.6 At all levels of the grievance procedure, the grievant shall have the right of representation. Such representation shall not be provided by an agent of a teacher organization other than the exclusive bargaining agent. No grievance shall be settled until the Union has received a copy of the grievance and been given an opportunity to respond.
- 17.3.7 A grievance may be presented by a grievant on behalf of a group of grievants provided the following conditions are met:
- 17.3.7.1 Each of the grievances involves the same contract provision or provisions;
 - 17.3.7.2 Each of the grievances involves substantially similar facts and conditions; and
 - 17.3.7.3 Each of the grievants who is affected by the grievance is named and one presents the grievance on behalf of all grievants.
 - 17.3.7.4 The decision on the grievance shall be deemed to be the decision applicable to all named grievants to the extent substantially similar facts and conditions exist.
- 17.3.8 By mutual agreement, the grievant and the District may extend any time limit set forth in this article.
- 17.3.9 A conference between the grievant and appropriate administrator shall be held at Level One and Level Two prior to a written response.

ARTICLE 18. Nondiscrimination

- 18.1 The District shall not discriminate in the assignment, transfer, or evaluation of a unit member because of membership or non-membership in an employee organization, ethnic background, religion, age, sex, political affiliation, or private life of a unit member.

ARTICLE 19 Adult Education and Other Hourly Certificated Employees

Only Articles 1, 2, 4, 5, 6, 10, 12, 16, 17, and 18 shall apply to Adult Education and other hourly certificated unit members employed in other categorical programs.

19.1 Definition

19.1.1 Adult Education and other hourly certificated unit members employed in other categorical programs, shall be defined as those certificated personnel who have a signed contract with N-MUSD with specified hours of employment at the appropriate hourly rate.

19.2 Job Security

19.2.1 The District shall make every effort to re-staff continuing programs each year with returning personnel within each program.

19.2.2 Re-staffing For Fall

- 19.2.2.1 Tentative list for Adult Education courses (for fall of same year) will be provided to current staff by June 15, along with form requesting teacher's interest in other and/or additional assignments. Staff will turn in assignment request form prior to close of year.
- 19.2.2.2 By June 15, all hourly teaching staff will also receive a list indicating priority standing for fall staffing regarding total hours, according to date of hire (not as aide) and qualifications.
- 19.2.2.3 Program hours permitting, and funding available, each staff member will retain his/her previous year's hours according to priority identified in 19.2.5. Additional hours that are proposed after staff positions are reinstated will be considered TBD (To Be Determined) assignments.
- a. These additional hours will be posted for 5 working days starting July 1.
 - b. A staff member who applies for a position and is not selected, may, upon request, be informed by the administrator of the criteria used in selection.

- 19.2.2.4 An Adult Education master course schedule will be posted at school sites. The master course schedule will specify instructor, course, hours and site/room number. Any revision to the schedule will be posted within ten (10) days of a change.
- 19.2.3 At the beginning of the contract year, current certificated employees in Adult Education and other hourly certificated unit members employed in other categorical programs, meeting qualifications as specified by the job description, shall have first priority for staffing of current courses and programs, vacant positions, or new program offerings before outside candidates are hired.
- 19.2.4 If additional hours and/or assignments become available during the school year, all Adult Education and other hourly certificated unit members employed in other categorical programs, shall be notified by a memo posted in a designated location at each school site for a period of not less than five (5) working days. To be considered, unit members must submit their names in writing to the Director of Adult Education/Federal Projects or designee as listed on the memo.
- 19.2.4.1 Additional assignments that are offered to, and accepted by, a staff member during the school term, will be confirmed in writing from the administrator.
- 19.2.5 Re-staffing After Reduction In Force (RIF)
- 19.2.5.1 In the case of current Adult Education and other hourly certificated unit members employed in other categorical programs, who are not to be re-employed due to declining enrollment or lack of funding, the following criteria shall apply:
- 19.2.5.1.1 Required credential authorization(s).
- 19.2.5.1.2 Major(s), minor(s) or area(s) of specialization required in the job description.
- 19.2.5.1.3 Skills and individual capabilities as specified in the job description.
- 19.2.5.1.4 If all of the above factors are substantially equal, then the unit member with the most seniority in Adult Education and other

hourly certificated unit members employed in other categorical programs, shall be re-employed.

19.2.5.2 Reinstatement of hours worked will be effected to the best of the administrator's ability within scheduling constraints.

19.3 Disbursement Schedule

19.3.1 Commencing with the regular certificated payday for the month of September each year, all Adult Education and other hourly certificated unit members employed in other categorical programs, shall be paid monthly with ten (10) equal payments based on contracted hours.

19.4 Adult Education and Other Hourly Certificated Employees' Salary Schedule

19.4.1 Effective July 1, 1998 Adult Education and other hourly certificated unit members employed in other categorical programs, will be placed on the salary schedule based upon the years of experience within the District in Adult Education and other hourly categorical programs as follows:

Step 1	1st year
Step 2	2nd year
Step 3	3+ years

19.4.2 Years of experience in the K-12 classroom program do not apply to this salary schedule.

19.4.3 For step placement and advancement, a completed year of service shall be defined as seventy-five (75) percent or more of the days as specified in the contracted assignment within a school year - September through June.

19.4.4 All Adult Education and other hourly certificated unit members employed in other categorical programs shall be paid at the appropriate hourly rate as indicated in Appendix A.

19.5 Stipends

19.5.1 Bilingual Credential, and Language Development Specialist Certificate stipends from Appendix A, pro rata based on an eight (8) hour day, shall apply to all Adult Education and other hourly certificated unit members employed in other categorical programs.

19.6 Additional Compensations

19.6.1 Adult Education and other hourly certificated unit members employed in other categorical programs shall be compensated at their regular hourly rate for attendance at all meetings scheduled or conducted by the administration outside of regular working hours. Payment for said meetings shall be made at the end of each semester.

ARTICLE 20. Miscellaneous

- 20.1 Each elementary school shall be allocated annually an amount equal to seventy-five dollars (\$75) per classroom teacher for use by the teacher to purchase classroom supplemental materials.
- 20.1.1 Special Education/Special Day class teachers shall be annually allocated special education funds for classroom materials and supplies to carry out the instructional program. Thirty dollars (\$30) of this allocation may be used by the teachers in accordance with section 19.1, above.
- 20.1.2 Individual teachers shall have the right, in consultation with the principal, to spend these funds as they deem appropriate.
- 20.2 Except in the case of a Board-declared emergency, the District shall provide the Union with fifteen (15) days advance notification regarding any amendment or rescision of written District Board Policy or Board Rules and Regulations which fall within the scope of representation as defined by Section 3543.2 of the California Government Code. The notice to the Union shall indicate the current written Board Policy or written administrative Rules and Regulations and shall indicate any proposed amendments. Prior to the first reading, the Union shall be given the right, upon request, to meet with the Superintendent or his/her designee. In addition, the Union shall be given the right to make a public presentation regarding the proposed amendment(s) or rescision(s).
- 20.3 The District may suspend without pay for a specific period of time on the grounds of unprofessional conduct a unit member, as authorized in Education Code Section 44932(b) pursuant to the procedures specified in Sections 44933, 44934, 44935, 44936, 44937, 44943, and 44944.
- 20.3.1 A request for reconsideration of the accusation specified in Education Code Section 44938 may be filed with the Assistant Superintendent with a copy to the Union President. This request must be filed within five (5) days of receipt of the accusation.
- 20.3.2 The Assistant Superintendent will hold a hearing within five (5) days of receipt of the request. The Union may represent the unit member at the hearing.
- 20.3.2.1 The Assistant Superintendent will notify the unit member and the Union of the results of the hearing within five (5) days of the hearing.

ARTICLE 21. Savings Provision

- 21.1 If any provisions of this agreement are held to be contrary to law by the Public Employment Relations Board or a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 21.2 The Union and the District shall meet to renegotiate said provisions within thirty (30) calendar days.

ARTICLE 22. Completion of Meet and Negotiate

- 22.1 This agreement constitutes the entire agreement between the parties. All matters not specifically enumerated within the provisions of this contract are expressly reserved to the District.